

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of July A. D. 19 27 at 10:10 A. M.

By _____ Deputy: _____

THIS INDENTURE, Made this 15th day of July, in the year of our Lord, one thousand nine hundred and twenty seven between F. E. Penner and his wife Leila C. Penner

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and Wilson Martin party of the second part

WITNESSETH, That the said part 100 of the first part, in consideration of the sum of Twelve Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve. sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North East Quarter of the South West Quarter of the South West Quarter
of Section No. One (1) Township Thirteen (13) Range Nineteen (19)

with the appurtenances and all the estate, title and interest of the said part ~~100~~ of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

and that they will warrant and defend the same against all parties making lawful claim thereto.

[illegible]

Twelve Hundred and no/100 ----- DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of July 19 27,
and by its terms made payable to the part 7 of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part 7 of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part 100 of the first part shall fail to pay the same as provided in this indenture.

PART FOUR. If the first part shall fail to pay any sums as provided in this indenture or if the second part shall fail to perform its obligations under this indenture, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the latter on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if it was committed on said premises, then this covenancy shall become null and void, and the whole sum remaining unpaid, and all of the foregoing obligations set forth in and by this deed shall nevertheless remain in full force and effect. This indenture is given, shall immediately

_____ to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part 7 making such sale, on demand, to the first part 1.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals 5 the day and year last above written.

F. H. Penner (SEAL)

Leila C. Penner (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }
COUNTY OF Douglas } 83

BE IT REMEMBERED, That on this 16th day of July A. D. 19 27, before me, a
Notary Public in the aforesaid County and State, came

LS F. H. Penner and Leila C. Penner husband and wife
to me personally known to be the same person, and who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.
My commission expires on the 8 day of November 1930.

Wilder S. Metcalf Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 19 day of May, 1945

Mrs. Mary J. Martin
Executor of Wilson Martin Estate

Now Release see Book 102, Page 4187

FRONT

This release
was written
on the original
marriage
entered
the 21 day
of May
1945
Ladd A. G.
Reg. of Deeds