

MORTGAGE RECORD 76

Reg. No. 2809

Fee Paid, \$ 1.00

FROM

Landis E. Penfold and wife
TO

Frank D. Walters

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23rd day of
Nov. A. D. 1932, at 4:30 o'clock, P. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 23rd day of November, in the year of our Lord, one thousand nine hundred and thirty-two between Landis E. Penfold and Ellen M. Penfold, his wife,of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and Frank D. Walters of the second part.WITNESSETH, That the said parties of the first part, in consideration of the sum of
Four hundred and no/100 ----- DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y. of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Beginning at the North line of the Southwest quarter of Block Nine (9), in that part of the City of
Lawrence, known formerly as North Lawrence, and being 310 feet more or less north of the Southwest
corner of said block Nine (9), thence East 150 feet to the east line of the west half of said
Southwest quarter of said block, thence South 60 feet, thence West 150 feet to the west line of
said Block Nine (9), thence north 60 feet to place of beginning.

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

And the said part 123 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part Y. of the second part, the loss, if any, made payable to the part Y. of the second part to the extent of
his interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part Y. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
Four 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 23rd day of November 1932.and by its terms made payable to the part Y. 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 Y. 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 123 of the first part shall fail to pay the same as provided in this indenture.And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, of interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the mortgage 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 waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y. of the second partto 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 surplus, if any there be, shall be paid by the part Y. making such sale, on
demand, to the first part 123.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 the day and year last
above written.

Landis E. Penfold (SEAL)

Ellen M. Penfold (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.BE IT REMEMBERED, That on this 23rd day of November A. D. 1932, before me, a

Notary Public in the aforesaid County and State, came

Landis E. Penfold and Ellen M. Penfold his wife

Legal to me personally known to be the same person as 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.

Seal My commission expires on the 25 day of January 1934

Geo. W. Kuhne

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 18 day of January 1937

Frank D. Walters

Mortgage. Owner.

This instrument is
a valid lien
against the real
estate of the
mortgagor.184
January
1937
Harold Beck
Register of Deeds
Frank W. Kuhne