

T-2, P-14, 15
Leavenworth Co.

MORTGAGE

THIS INDENTURE, made and executed this Eighth day of November 1929 by Ida Louise Leonhard and Frank H. Leonhard, her husband of Douglas County, Kansas, parties of the first part, and The Union Central Life Insurance Company, of Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Fifteen Thousand (\$15,000.00) Dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate, situate in Douglas and Leavenworth Counties, Kansas, described as follows, to-wit:

The East half of the Northeast quarter of Section Twenty-eight (28), Township Twelve (12), Range Twenty (20) East of the Sixth Principal Meridian, in Douglas County, Kansas, except the Right of Way of the Kansas City, Kaw Valley & Western Ry. Co., containing after deducting exception noted Seventy-eight (78) acres, more or less.

Also the West half of the Northwest quarter of Section Twenty-seven (27) Township Twelve (12), Range Twenty (20) East of the Sixth Principal Meridian, in Leavenworth County, Kansas, North of the Right of Way of the Kansas City, Kaw Valley & Western Ry. Co., containing Seventy-five (75) acres, more or less.

The total area of all of the above-described land is One Hundred and Fifty-three (153) acres, more or less.

Should developments for oil, gas or minerals on said land at any time be such as, in the opinion of the Union Central Life Insurance Company or the holder of said note secured hereby, to render said land less desirable as security for the indebtedness hereby secured, then the holder of said note shall have the right to declare said note and all indebtedness secured hereby due and payable without notice, and the holder of such note shall have the same rights hereunder for the collection of same and said indebtedness as though said note had become due by the efflux of time and default in the payment thereof.

TO SECURE THE PAYMENT of a debt evidenced by certain promissory note of even date herewith signed by Ida Louise Leonhard and Frank H. Leonhard party of the first part, and payable to the said party of the second part, at its Home Office in Cincinnati, Ohio, more fully described as follows:

One principal note for the sum of Fifteen Thousand Dollars, payable on September 1, 1940, or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rates therein specified; interest until maturity being evidenced by interest notes of even date, which draw interest after maturity until paid at the rate therein specified.

The said parties of the first part hereby covenant and agree with the said party of the second part, its successors and assigns, as follows:

FIRST.-- To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due. To pay all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the loan secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by said party of the second part. If said party of the first part does not pay the taxes, charges, liens or assessments herein covenanted to be paid, the holder of this mortgage may pay them and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security for the amount so paid, with interest.

SECOND.-- To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date. To permit or commit no waste, or allow any cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire-wood or use on said real estate.

THIRD.-- To keep at the option and to the satisfaction of the said party of the second part, the buildings now on or hereafter erected on said real estate insured and to deliver the policies and renewals thereof to said party of the second part. In case of failure to keep said buildings so insured, and to deliver the policies and renewals thereof as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum, shall be secured by this mortgage.

FOURTH.-- In case taxes, assessments, charges, liens and insurance premiums are paid as herein provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand, together with interest at ten per cent per annum from date of payment.

FIFTH.-- If the maker or makers of said notes shall fail to pay any of said notes, or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent per annum after maturity by default or otherwise, until paid.

When the indebtedness secured hereby has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void, and shall be released by the said party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Ida Louise Leonhard (Seal)
Frank H. Leonhard (Seal)

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this twelfth day of November 1929 before the undersigned a Notary Public in and for said County appeared Ida Louise Leonhard and Frank H. Leonhard, her husband, who are to me personally known to be the identical persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Legal Seal

Walter G. Thiele
Notary Public
Douglas County, Kansas.

My commission expires April 23rd, 1933.

Recorded December 19, 1929 A. D. at 10:00 A. M.

Elmer B. Camblong Register of Deeds

FRONT

The following is entered on the original instrument.

This policy secured by the mortgage herein having been paid and the mortgage being satisfied, the
Walter G. Thiele, Notary Public for Douglas County, Kansas, is hereby authorized to cancel the same of record.
Walter G. Thiele, Notary Public for Douglas County, Kansas, has this day signed the foregoing instrument.
Walter G. Thiele, Notary Public for Douglas County, Kansas, has this day signed the foregoing instrument.

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