

SAML. SODSWORTH STATISTICAL CO. KANSAS CITY, MO. 64114

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with Baldwin State Bank and all deferred payments (except incumbrances assumed) are to be paid through said Baldwin State Bank. Possession to be given on at once provided said second party performs all the covenants and agreements herein mentioned to be performed or done by him. It is understood and agreed that the first party is to pay the taxes for the year 1930 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on his part hereby made and entered into, this contract shall, at the option of the party of the first part be forfeited and determined, and the party of the second part shall forfeit all payments made by him on this contract and determined, and the be retained by the said party of the first part in full satisfaction and in liquidation of all damages by him sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns, of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

Owen Turner (Seal)
Oscar Turner (Seal)
Oscar Asa Turner (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 10 day of April A. D. 1931 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Owen Turner, Oscar Turner and Oscar Asa Turner to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same as free and voluntary act and deed for the uses and purposes therein set forth.

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

Legal Seal

Term expires May 15, 1931

W. M. Clark Notary Public

Recorded April 18, A. D. 1931 at 9:30 A. M.

John C. Conover

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 20th day of April in the year of our Lord one thousand nine hundred and thirty one between Fredericka Schendel of Eudora in the County of Douglas and State of Kansas party of the first part, and Leonora E. Foust party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of \$2,500.00 Two Thousand Five Hundred & No/100 Dollars, to her duly paid, the receipt of which is hereby acknowledged has sold, and by these presents does Grant, Bargain, Sell and Mortgage to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North Half of the North West Quarter of Section Seventeen (17) Township Fourteen (14) Range Twenty One (21) in Douglas County, Kansas with the appurtenances, and all the estate title and interest of the said party of the first part herein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2,500.00 Two Thousand Five Hundred & No/100 Dollars, according to the terms of a certain mortgage coupon note this day executed by the said party of the first part, and payable on the 20th day of April 1936 to the order of said second party Payable Five years after April 20th 1931 with interest at the rate of six per cent per annum, payable semi-annually with the privilege of paying One Hundred (\$100.00) or any multiple thereof at any interest payment.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment of any part thereof or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon and receive the rents issues and profits thereof, 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 of making such sale, and the overplus, if any there be shall be paid by the party making such sale, on demand, to the said first party or her heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Fredericka Schendel

Signed, Sealed and Delivered in the presence of

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 20th day of April A. D. 1931 before me a Notary Public in and for said County and State, came Fredericka Schendel to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

Exp. No. 1314
Fee Paid \$6.25

The Within Mortgage being given in full, it is hereby released on this the 18th day of April 1941.
Leonora E. Foust

This Release was written and acknowledged by the parties to the mortgage on this 20th day of April 1941.
W. M. Clark
Notary Public