

Now, if the party of the first part shall fail to pay, or cease to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; 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 said party of the first part, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title or the validity of this mortgage; and if necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby and taken up, held or owned by said second part, and any and all other sums paid, as herein authorized shall be a further lien upon said land, and be secured hereby and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set their hands.

N. P. Newman
Annie E. Newman

STATE OF KANSAS,
SCOTT COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of August 1931 personally appeared N. P. Newman and Annie E. Newman, his wife, to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

Legal Seal

Ralph P. King Notary Public

My commission expires April 18th 1933.

Recorded Sept. 12, A. D. 1931 at 10:00 A. M.

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this eighth day of September in the year of our Lord nineteen hundred thirty-one, between Paul Lepted and May E. Lepted, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The First National Bank, a banking corporation of Lawrence, Kansas of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its successors 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: Beginning at a point 958 and 7/10 feet East of the Southwest corner of the Southwest Quarter of Section Twelve (12) Township Twelve (12) South of Range Nineteen (19) East of the Sixth P. M., thence east 361 and 3/10 feet to the center of the South line of said quarter section, thence North Eighty (80) rods, thence East Eighty (80) rods to the East line of said quarter section, thence North to a point 18 and 68/100 rods South of the North line of said quarter section, thence West 1681 and 3/10 feet, thence South to the place of beginning, containing Fifty (50) acres more or less.

Commence at a point in the West line of the Southwest Quarter of Section Twelve (12) in Township Twelve (12) South, of Range Nineteen (19) East of the 6th P. M. 18 and 68/100 rods South of the Northwest corner thereof; thence running South on said West line to the Southwest corner of said quarter section; thence East on the South line of said quarter section 958 and 7/10 feet; thence on a line running due North in said quarter section to a point 18 and 68/100 rods South of the North line of said quarter section; thence due West 958 and 7/10 feet to the place of beginning, containing Fifty-one and 3/10 (51.3) acres more or less.

All of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twelve (12) Township Twelve (12) and Range Nineteen (19) according to the Government Survey.

Lots One Hundred One (101) and One Hundred Two (102) and Lots One Hundred Fourteen (114) and One Hundred Fifteen (115) in Brezendale, in the City of Lawrence Kansas, with all the appurtenances and all the estate, title, and interest of the parties of the first part therein.

And the said Paul Lepted and May E. Lepted, his wife, 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 except mortgages of record for \$2000.00 and \$4000.00 respectively.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full with interest; and this conveyance shall be void if such payments be made as herein specified. But if default

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The note herein described having been paid in full, the mortgage is hereby released and the lien thereby created discharged. Any person claiming an interest in the premises herein described, or any part thereof, is hereby notified that the same are now owned by the First National Bank of Lawrence, Kansas, and that the same are subject to the lien of the mortgage herein described. The undersigned, Notary Public in and for the County of Douglas, State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original record of the same as the same appears from the records of said County and State.

(Corp. Seal)

Witness my hand and official seal this day of September 1931.
Notary Public
Ralph P. King
Notary Public
State of Kansas