

MORTGAGE RECORD No. 79

the receipt of which is hereby acknowledged, do... by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Commencing at the North East corner of the South Half of Block No. Forty Nine (49) West Lawrence, thence running South with west side of California Street, 147½ feet, thence West 147½ feet, thence North 147½ feet, thence East to the place of beginning, being one half acre in the North East corner of the South Half of Block No. 49, West Lawrence,

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other out-buildings placed and to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of *****Four Hundred and No/100*****DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Douglas County Building and Loan Association, to be repaid in monthly installments of \$10.00 each, including both principal and interest. First payment of \$10.00 due on August 10, 1935, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

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

P. W. Pennington
Mrs. Dorothy May Pennington

STATE OF Kansas)
County of Douglas)ss.

Be it remembered, that on this 30th day of July, A. D. 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came P. W. Pennington and Dorothy May Pennington, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(SEAL) My Commission expires Dec. 31 1935.

Pearl Erick Notary Public.

Recorded July 30, 1935 at 3:40 P. M.

Harold A. Beck Register of Deeds.

M O R T G A G E

THIS INDENTURE, Made this 1st day of August, in the year of our Lord Nineteen hundred and thirty five between the Lawrence Country Club, Incorporated, of Lawrence, in the County of Douglas and State of Kansas, of the first part, and The Lawrence National Bank, Incorporated, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of TEN THOUSAND and no/100 DOLLARS to it 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, 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:

The West 48 acres of a tract of land described as follows:

The South half of the Northeast Quarter, Section 26, Township 12, Range 19, less right-of-way for street over the North 30 feet of the Southeast Quarter of said Northeast Quarter and less the following described tract: Beginning at the Southeast corner of the Northeast Quarter of said Northeast Quarter; thence West 1½ rods; thence South 16 rods; thence East 16 rods to the place of beginning, also

The North half of the Southeast Quarter of Section 26, Township 12, Range 19, except the following described property deeded August 30, 1895 to Henry S. Clarke, described as follows: Beginning 15 chains and 40 links South of the Northeast corner of the said Southeast Quarter of Section 26; thence South along the Section line 3 chains and 60 links to the South line of the North half of the Southeast Quarter; thence West along the South line of said North half of the Southeast Quarter, 4 chains and 40 links to center of road; thence Northeast along the center of road to beginning, being in Douglas County, Kansas, also

Commencing at the Southwest corner of the North Half of the Northeast Quarter of Section 26, Township 12, Range 19, in Douglas County, Kansas, thence North 4.32 chains, thence East 4 chains, thence Southeast to a point on the South line of the North Half of said Northeast Quarter Section 26; thence East from point of beginning, thence West to place of beginning,

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said The Lawrence Country Club, Incorporated, does hereby covenant and agree that at the delivery hereof it 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 incumbrances. This grant is intended as a mortgage to secure the payment of the sum of TEN THOUSAND DOLLARS, according to the terms of one certain note this day executed and delivered by the said The Lawrence Country Club to the said party of the second part, The Lawrence National Bank, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for said party of the second

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

The Douglas County Building and Loan Association, By John C. Smith, President
Lawrence, Kansas, December 1935
(Crypled)

This Release was written on the original Mortgage, entered this 30th day of July, 1935.

Harold A. Beck
Reg. of Deeds.
Pearl Erick
Notary

Reg. No. 194
Fee Paid \$25.00

Receiving No. 912

The following is endorsed on the original instrument:

The undersigned owner of the within mortgage, do hereby acknowledge the payment of the sum of \$10.00 to the Lawrence Country Club, Incorporated, on the 1st day of August, 1935, and the mortgage is hereby released.

The Lawrence Country Club, Incorporated, By John C. Smith, President
Lawrence, Kansas, August 1, 1935
(Crypled)

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.