

## DOUGLAS COUNTY

according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the The First National Bank of Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Charles Doty  
Lulu M. Doty

Recorded June 2, 1938 at 9:35 A.M.

*Ward A. Doty* Register of Deeds.

Reg. No. 1487

Fee Paid \$3.00

Receiving No. 6082

## KANSAS REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ray McClure and Frieda McClure husband and wife, of the County of Douglas, State of Kansas, hereinafter designated as the party of the first part, in consideration of the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS in hand paid by FIDELITY SAVINGS TRUST COMPANY of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged, does hereby MORTGAGE and WARRANT unto the said FIDELITY SAVINGS TRUST COMPANY the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The Southwest quarter (SW $\frac{1}{4}$ ) of Section Eleven (11), and part of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Eleven (11) described as follows: Beginning at the Southwest corner of said Southeast quarter (SE $\frac{1}{4}$ ) thence East Forty (40) rods, thence North Forty-eight (48) rods, thence West Forty (40) rods, thence South to beginning, all in Township Fourteen (14) South, of Range Eighteen (18) East of the Sixth Principal Meridian, less two tracts deeded by Fidelity Savings Trust Company to the State of Kansas, described as follows:

Tract #1. All that tract of land included in the Lone Star State Lake Park located in the Southwest quarter (SW $\frac{1}{4}$ ) of Section Eleven (11), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian, more particularly described as follows: Beginning at the one-quarter section corner common to Sections Eleven (11) and Fourteen (14); thence South 89 degrees 59 minutes West, Eight hundred sixty-two and three-tenths feet (862.3 ft.); thence North 32 degrees 03 minutes East, One thousand ninety-two feet (1,092.0 ft.); thence South 62 degrees 50 minutes East, Three hundred fifteen and one-tenth feet (315.1 ft.) to a point on the one-quarter section line; thence South 0 degrees 11 minutes East, Seven hundred eighty-one and five tenths feet (781.5 ft.), more or less to the one-quarter section corner, the point of beginning, containing Eleven and seven-tenths acres (11.7 A.) more or less;

Tract #2. All that tract of land included in the Lone Star State Lake Park located in the Southwest quarter of Section Eleven (11), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian, more particularly described as follows: Beginning at the one-quarter section corner common to Sections Fourteen (14) and Eleven (11) North 0 degrees 11 minutes West, Seven hundred eighty-one and five tenths feet (781.5 ft.); thence South 62 degrees 50 minutes West, Three hundred seventy-two and one-tenth feet (372.1 ft.); thence South 71 degrees 33 minutes East, Three hundred forty-eight and seven-tenths feet (348.7 ft.); thence South 0 degrees 08 minutes East, Five hundred one foot (501 ft.) to a point on the section line between Sections Eleven (11) and Fourteen (14); thence South 89 degrees 59 minutes West, Six hundred sixty and seven-tenths feet (660.7 ft.), more or less, to the one-quarter section corner to the point of beginning, containing nine and five-tenths acres (9.5 A.) more or less; containing in all 150.8 acres more or less, according to Government Survey.

TO HAVE AND TO HOLD the same, with all the hereditaments and appurtenances thereto belonging, to the said second party and to its successors and assigns forever.

THESE PRESENTS are made to secure the payment of five certain negotiable promissory notes this day made, executed and delivered by said Ray McClure and Frieda McClure to the said FIDELITY SAVINGS TRUST COMPANY for the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS, payable \$75.00 on March 1, 1939; \$75.00 on March 1, 1940; \$75.00 on March 1, 1941; \$75.00 on March 1, 1942; and \$950.00 on March 1, 1943; bearing interest at the rate of five per centum per annum from March 19, 1938, payable semi-annually on September 1 and March 1.

The said notes and interest are payable at the office of UNION NATIONAL BANK in KANSAS CITY, Kansas, Missouri, and each bears interest after maturity at the rate of ten per centum per annum.

The said party of the first part, however, reserves the right to pay One Hundred Dollars or any multiple thereof upon said notes, or the full amount thereof, on the day any of said interest matures, provided thirty days' notice in writing is given to said second party or its assigns that such payment will be made; and provided further, that in case such partial payments are so made, no sum less than One Hundred Dollars of said notes shall at any time remain unpaid--the making of such partial payments operating to reduce the amount of the interest maturing thereafter proportionately to the amount said notes are reduced.

It is expressly understood and agreed that this Mortgage is given to secure the balance of purchase price unpaid of above described property.

It is herein agreed particularly as follows: The said party of the first part shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies specified by said second party or its assigns, in the sum of at least - - - Dollars, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser or necessary, the said second party or its assigns, are hereby authorized to make such assignment thereof as the agents or attorneys of the party of the first part, heirs or assigns.

In the event of a loss under said policy, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said party of the first part, or assigns, and as agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and indorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the notes and interest thereof, and any other indebtedness due under the terms of this mortgage.

In case of failure of said party of the first part to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure releases of any such statutory lien

This Release  
has been  
subscribed  
and  
acknowledged  
before me  
this 17th day  
of June, 1938  
at Kansas City,  
Mo.  
Notary Public  
for Kansas

This mortgage has been paid in full and is hereby released this 8th day of March, 1945.  
Fidelity Savings Trust Company  
By *John W. Hall*  
Vice President

(Copy)