

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 29th day of May, in the year of our Lord one thousand nine hundred thirty-nine, between Bert Tiechurst in the County of Shawnee and State of Kansas, of the first part, and Henry Riley, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of (\$1500.00) Fifteen Hundred and no/100 - - DOLLARS, to him 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, his 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:

125 feet East and West by 74 feet North and South and including a tract of land described as: Commencing 127 feet west of the Northeast corner of Block 5 in Lane Place, an addition to the City of Lawrence, in Douglas County, Kansas, thence West 125 feet, thence North 24 feet, thence East 125 feet, thence South 24 feet to place of beginning; and also Lot 1 Block 6, less the West 30 feet thereof, in Lane Place, an Addition to the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said party of the first part thereon. And the said Bert Tiechurst does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance thereon, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred Dollars (\$1500.00) - - - DOLLARS, according to the terms of one certain promissory note this day executed by the said Bert Tiechurst to the said party of the second part; said note being given for the sum of Fifteen Hundred Dollars (\$1500.00) - - DOLLARS, dated May 29th, 1939, due and payable in two years...from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not at the option of the party of the second part, and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisalment hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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.....heirs or assigns.

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

Bert Tiechurst

STATE OF KANSAS, Shawnee COUNTY, SS.

BE IT REMEMBERED, That on this 25th day of July, A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bert Tiechurst, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

Betty Jane Magee

Notary Public.

(My commission expires April 18, 1942)

(SEAL)

Recorded August 1st, 1939 at 4:30 P.M.

Register of Deeds.