

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

Clyde Burns and Edwina Burns husband and wife

June A. D. 19 39, at 4:20 o'clock P. M.

TO

Nardl A. Beck

Peoples State Bank

Register of Deeds.

Lawrence, Kansas.

By

Deputy.

THIS INDENTURE, Made this eighth day of June, in the year of our Lord, one thousand nine hundred and thirty nine between Clyde Burns and Edwina Burns, husband and wife

of Lawrence in the County of Douglas and State of Kansas part 108 of the first part, and Peoples State Bank, Lawrence, Kansas

part Y of the second part.

WITNESSETH, That the said part 108 of the first part, in consideration of the sum of Three thousand 00/100 ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, he, ye, said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the North Eleven (11) acres of the Southeast Quarter (SE $\frac{1}{4}$) all in Section Twenty-Six (26), Township Thirteen (13) Range Eighteen (18); also the East Sixty (60) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23); Also commencing at the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three (23); thence North twenty and seven-eighths rods (20-7/8ths); thence West seventy-seven (77) rods; thence South twenty and seven-eighths (20-7/8ths) rods; thence East to place of beginning; Also, commencing at the Northeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26); thence South one hundred six and two-thirds (106-2/3rds) rods; thence West sixty (60) rods; thence North one hundred six and two-thirds (106-2/3rds) rods; thence East Sixty (60) rods to place of beginning, all in Township Thirteen (13), Range Eighteen (18) East, containing 195 acres, more or less, according to the Government Survey thereof

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 108 of the first part 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 incumbrance whatsoever

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 108 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the less, if any, made payable to the part Y of the second part to the extent of its interest. And in the event that said part 108 of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended to secure the payment of the sum of

Three thousand 00/100

DOLLARS.

according to the terms of GDS certain written obligation for the payment of said sum of money, executed on the 8th day of June 19 39 and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 108 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part or its assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises "body 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 incident thereto, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the first part 108.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 108 of the first part have hereunto set their hand and seal on the day and year last above written.

Clyde Burns (SEAL)

Edwina Burns (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 9th day of June A. D. 19 39, before me, a

Notary Public in the aforesaid County and State, came

Clyde Burns and Edwina Burns, husband and wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 22nd day of March 19 42.

T. J. Sweeney Jr.

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 6th day of June 19 41

(Corp. Seal)

The First National Bank, of Lawrence, Kansas, Kansas

Mortgage

Owner.

Kelvin Hoover

Cashier

This Release was written on the original Mortgage. A. entered this day of June 1941

Nardl A. Beck
Reg. of Deeds