

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of

June A. D. 1940 at 9:45 o'clock A.M.

By *Narvel A. Beck* Register of Deeds.  
Deputy.

TO

THIS INDENTURE, Made this 25th day of September, in the year of our Lord, one thousand nine hundred and thirty-nine between  
C. E. Woodward, single, and Merritt Woodward and Gertrude Woodward, his wife,

of --- in the County of Douglas and State of Kansas  
parties of the first part, and Russell J. Woodward and Nettie Faye Woodward, as Executors of the  
Estate of E. G. Woodward, deceased parties of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Two Thousand Two Hundred --- DOLLARS, to them duly paid, the receipt of  
which is hereby acknowledged, have said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said parties of the second part,  
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-  
three (33) in Township Thirteen (13) of Range Nineteen (19) in  
said County and State

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted,  
and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 100 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 parties of the second part, the loss, if any, made payable to the parties of the second part to the  
extent of their interest. And in the event that said parties 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 100 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 as a mortgage to secure the payment of the sum of  
Two Thousand Two Hundred --- DOLLARS,  
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 25th day of September 1939  
and by its terms made payable to the part 100 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 parties 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 parties 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 parties of the second part

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 profits, according to the terms of the said written obligation, and to sell the premises hereby granted, or any part thereof, in the manner provided 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 parties of the  
first part to the parties of the second part.

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 parties of the first part have hereunto set their hand and seal the day and year last above  
written.

C. E. Woodward (SEAL)  
Merritt Woodward (SEAL)  
Gertrude Woodward (SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 25th day of September A. D. 1939, before me, a  
Notary Public in the aforesaid County and State, came  
C. E. Woodward, single, and Merritt Woodward and Gertrude Woodward, his wife,

to me personally known to be the same person 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 15th day of January 1942

Mary C. Morgan 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 day of , 19

Mortgagee. Owner.

This instrument is in 833