

FROM  
Ernest E. Bayles and Lucene S. Bayles, husband and wife  
TO  
Peoples State Bank Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 10 day of  
July A. D. 1940, at 10:45 o'clock A. M.  
By *Harold A. Beck* Register of Deeds.  
D.puty.

THIS INDENTURE, Made this ninth day of July, 1940, in the year of our Lord, one thousand nine hundred and Forty between

Ernest E. Bayles and Lucene S. Bayles, husband and wife  
of Lawrence In the County of Douglas and State of Kansas  
parties of the first part, and Peoples State Bank, Lawrence, Kansas

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

Commencing at a point on the East line of Kentucky Street, extended  
South, 246 feet from the North line of Adams (now 14th) Street;  
thence East 250 feet to the West line of Vermont Street extended  
South; thence North on the West line of Vermont Street produced  
South, 210 feet more or less to a point 36 feet South of the  
North line of Adams (now 14th) Street; thence West 125 feet  
on the South line of said 14th Street; thence South to a point  
106 feet South of the North line of said 14th Street; thence West  
125 feet to the East line of Kentucky Street extended South;  
thence South 140 feet to the point of beginning in the Southwest  
1/4 of Section 31, Township 12, Range 20, in the City of Lawrence,  
Douglas County, Kansas

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 that they have no other interest therein, free and clear of all incumbrances except a certain mortgage to Peoples State Bank, Lawrence, Kansas, recorded in book 84, on page 31, of Mortgages in records of Douglas County, Kansas

And they will warrant and defend the same against all parties making lawful claim thereto.  
It is agreed between the parties hereto that the part 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 Y 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 as a mortgage to secure the payment of the sum of  
Four hundred 00/100 DOLLARS.

According to the terms of the said certain written obligation for the payment of said sum of money, executed on the 9th day of July 1940, and by the 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 party 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 party 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 thereof, without notice, and it shall be lawful for the said party 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 benefits accruing therefrom; 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 party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture set out 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 hands and seals the day and year last above written.

Ernest E. Bayles (SEAL)

Lucene S. Bayles (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 9th day of July A. D. 1940, before me, a

Notary Public in the aforesaid County and State, came

Ernest E. Bayles and Lucene S. Bayles, 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.

(SEAL) 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 1942.

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 8th day of January, 1942.

(Corp. Seal)

The First National Bank of Lawrence, Kansas

Alvin Hoover  
Cashier

Owner

This Release was written on the original Mortgage entered this 9th day of January 1942  
Harold A. Beck  
Reg. of Deeds.

I, the owner of Deed