

FROM STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 12 day of September A.D. 1940, at 9:20 o'clock A. M.
By Harold G. Beck Register of Deeds.
Deputy.

THIS INDENTURE, Made this 14th day of February, in the year of our Lord, one thousand nine hundred and forty between
E. C. Allderdice and Lorraine Allderdice, his wife,

of Baldwin City in the County of Douglas and State of Kansas parties of the first part, and V. E. Boardman and Vera W. Boardman, his wife, as joint tenants with right of survivorship and not as tenants in common parties of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Twenty-four Hundred Dollars (\$2400.00) 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 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 Northeast $\frac{1}{4}$ of Section 18 and the Northwest $\frac{1}{4}$ of Section 17, all in Township 15 South of Range 20 East of Sixth P.M., less the right of way of the Leavenworth, Lawrence and Galveston Railroad (now the Atchison, Topeka and Santa Fe Railway) across said land, also less the following: commence at a point 65 rods West of the Southeast corner of the said Northeast $\frac{1}{4}$ Section 18; thence East 225 rods to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 17; thence North 7.16 rods; thence West 221.5 rods; thence Southwest to the point of beginning, containing 10 acres. Also

Begin at the Northeast corner of the Southwest $\frac{1}{4}$ Section 18; thence West 106 rods; thence South 30 rods; thence East 106 rods; thence North 30 rods to point of beginning, also

The Northwest fractional $\frac{1}{4}$ of Section 18, less 55 acres described as follows: Begin at the Northwest corner of said section; thence South 59 rods $\frac{1}{4}$ feet; thence East 113 rods, 11 $\frac{1}{2}$ feet; thence North 9 rods, 13 $\frac{1}{2}$ feet; thence East 44 rods; thence North 50 rods, 6 feet to Northeast corner of said quarter section; thence West 167 rods, 11 $\frac{1}{2}$ feet to point of beginning, all in Township 15 South of Range 20 East of the Sixth Principal Meridian

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 &c. of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

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

It is agreed between the parties hereto that the part 1st 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 become 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 part 1st 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 or to keep said premises insured as herein provided, then the part 1st 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 Twenty-four Hundred and no/100 DOLLARS, according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the day of February 1940 and by the terms made payable to the part 1st 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 part 1st 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 1st 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 part 1st of the second part, on demand, to the first part 1st.

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, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st of the first part has hereunto set their hand and seals the day and year last above written.

Lorraine Allderdice (SEAL)

E. C. Allderdice (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this day of February A.D. 1940, before me, a Notary Public in the aforesaid County and State, came

E. C. Allderdice and Lorraine Allderdice, his wife,

(SEAL)

to me personally known to be the same person &c. 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 17 day of Jan. 1942.

C E Francis 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 11 day of June 1946

V. E. Boardman Vera W. Boardman
Mortgagee. Owner.

This document was written on the original mortgage entered this 16 day of June 1946
Harold G. Beck