

MORTGAGE RECORD 84

FROM
LAWRENCE COUNTRY CLUB Lawrence, Kansas
TO
LAWRENCE NATIONAL BANK Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 10 day of
October A. D. 1941, at 9:20 o'clock A. M.
By *Harold A. Beck* Register of Deeds.
Deputy.

THIS INDENTURE, Made this 17th day of October
hundred and Forty-One between
The Lawrence Country Club, Incorporated

of Lawrence in the County of Douglas
part Y of the first part, and The Lawrence National Bank
Lawrence, Kansas part Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of
Eleven Thousand & No/100 DOLLARS, to it
which is hereby acknowledged, has sold, and by this indenture do es Grant, Bargain, Sell and Mercant 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 North Half of the Southeast Quarter of Section 26, Township 12, Range 19, Douglas County, Kansas, less
the following described tract of lands: "Beginning 16 chains 40 links south of the Northeast corner of
said Southeast Quarter; thence South along said Section line, 3 chains 60 links to the south line of the
North Half of said Southeast Quarter Section; thence West along the south line of said North Half of said
Southeast Quarter, 4 chains 40 links, to the center of the road; thence Northeast along the center of said
road to the point of beginning," containing 79 1/2 acres more or less, also
Forty-eight (48) acres of the West Fifty (50) Acres of a tract described as the South Half of the North-
east Quarter, Section 26, Township 12, Range 19, less right of way for street over the North 30 feet of
the Southeast Quarter of said Northeast Quarter, also less the following described tract: "Beginning at
the Southeast corner of the Northwest Quarter of said Northeast Quarter, thence West 1 1/2 rods; thence
South 16 rods; thence East 20 rods; thence North 16 rods; thence West 15 1/2 rods to the place of beginning
in Douglas County, Kansas, also,
Commencing at the Southwest corner of the North Half of the Northeast Quarter of Section 26, Township 12,
Range 19 in Douglas County, Kansas, thence North 4.22 chains, thence East 4 chains, thence Southeast to
a point on the South line of the North Half of said Northeast Quarter Section, 12 1/2 chains East from point
of beginning, thence West to the place of beginning, containing three and one-half acres more or less.

It is the intention of this Mortgage to convey and this mortgage does convey all the Real Estate
and the improvements thereon, owned by the Lawrence Country Club and operated by them as a Golf Club

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS
BE IT REMEMBERED, That on this 17th day of October, 1941, before me, the undersigned, a Notary Public
in and for said County and State, came C. G. Hesse and Geo. T. Wotzel, to me personally known to be the
President and Secretary respectively of the Lawrence Country Club, Incorporated, and to me personally known
to be the same persons who executed the foregoing instrument of writing and such persons did duly acknow-
ledge the execution of the same as such officers of the Lawrence Country Club, Incorporated.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and
year last above written.

(SEAL) My Commission Expires: August 19, 1943 Geo. E. Walter
Notary public

And the said part Y of the first part do es hereby covenant and agree that at the delivery hereof it is the lawful owner
and acted of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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

It is agreed between the parties hereto that the part Y 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 it 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 loss, if any, made payable to the part Y of the second part in
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
Eleven Thousand & No/100

according to the terms of two certain written obligations of the second part, with all interest accruing thereon according to the terms of said obligations and also to secure any sum
and by their terms made payable to the part Y of the second part, for the payment of said sum of money, executed on the 17th day of October, 1941
or sums of money advanced by the said part Y of the second part, with all interest accruing thereon according to the terms of said obligations and also to secure any sum

And this mortgage shall be void if such payment be made as provided in this indenture is discharged, the holder of said obligations shall be discharged and
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 mortgage
shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligations, for the security of which this mortgage 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
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 thereon; and to sell the premises hereby granted or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale
making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this indenture 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 Y of the first part has hereunto set its hand and seal the day and year last above
written.

Attest:
Geo. T. Wotzel Secretary (CORP. SEAL)
THE LAWRENCE COUNTRY CLUB (SEAL)
By C. G. Hesse President (SEAL)

STATE OF
County of } ss.

BE IT REMEMBERED, That on this day of A. D. 19 , before me, a
in the aforesaid County and State, came

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 day of 19

Notary Public.

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
to enter the discharge of this mortgage of record. Dated this 3 day of Oct, 1941
Lawrence National Bank, Lawrence, Kansas
Mortgagee. Owner.

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