

FROM  
LAWRENCE COUNTRY CLUB Lawrence, Kansas  
TO  
LAWRENCE NATIONAL BANK Lawrence, Kansas  
By  
Nathan A. Beck  
Register of Deeds.  
Deputy.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 18 day of  
October A. D. 1941, at 9:20 o'clock A. M.

THIS INDENTURE, Made this 17th day of October, in the year of our Lord, one thousand nine hundred and Forty-One between  
The Lawrence Country Club, Incorporated  
of Lawrence in the County of Douglas and State of Kansas  
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 duly paid, the receipt of  
which is hereby acknowledged, has granted, bargained, sell and Mortgage to the said party 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 land: "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 16 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 4.32 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 } SS  
COUNTY OF DOUGLAS }  
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. Wetzel, 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 acknowl-  
edge the execution of the same in 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. T. Wetzel  
Notary Public  
with the appearances and all the estate, title and interest of the said party of the first part therein.  
And the said party Y of the second part do hereby covenant and agree that at the delivery hereof it is the lawful owner 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 party 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the  
extent of 100% interest. And in the event that said party 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 party Y of the second part may pay said taxes and insurance, or other, 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 ----- DOLLARS,  
according to the terms of 5000 ----- certain written obligation, for the payment of said sum of money, executed on the 17th day of October, 1941.

And by their terms made payable to the party 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 Y of the second part to pay for any purpose, to wit: to pay the taxes on said real estate as herein provided, the party Y of the second part  
said party Y of the first part shall fail to pay the same as provided in this indenture, the party Y of the second part may pay said taxes and insurance, or other, 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.

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 contained therein, 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 party 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 therefrom; 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  
to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the said party Y  
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 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 party of the first part has hereunto set its hand and seal the day and year last above written.

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

STATE OF } ss.  
County of }

BE IT REMEMBERED, That on this day of A. D. 19, before me, n  
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

## 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 3 day of Oct., 1946.

Lawrence National Bank, Lawrence, Kansas  
Mortgagee. Owner.

(Cursive)

THIS INSTRUMENT  
WAS FILED IN THE  
OFFICE OF THE  
REGISTER OF DEEDS  
ON THE 19th DAY  
OF OCTOBER, 1941  
AT LAWRENCE, KANSAS  
Nathan A. Beck  
Register of Deeds