

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 5th day of August in the year of our Lord one thousand nine hundred Thirty-nine, between Elizabeth Jaegmain, a single woman of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Pioneer National Life Insurance Company of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifty-Five Hundred (\$5500.00) - - DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: beginning at the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 13, Range 19 East of the Sixth Principal Meridian, thence West 26 rods; thence South 20 rods; thence East 26 rods; thence North 20 rods to place of beginning, containing 3 $\frac{1}{4}$ acres, Commencing at a point 26 rods West of the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 13, Range 19; thence West 14 rods; thence South 20 rods; thence East 14 rods; thence North 20 rods to place of beginning, containing 1 $\frac{3}{4}$ acres.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Elizabeth Jaegmain does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Fifty-Five Hundred - - DOLLARS, according to the terms of her certain promissory note this day executed by the said Elizabeth Jaegmain to the said party of the second part; said note being given for the sum of Fifty-five Hundred - - DOLLARS, dated August 5, 1939, due and payable in Five (5) years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Sixteen Thousand Five Hundred (\$16,500.00) DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Elizabeth Jaegmain, her heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part, has hereunto set her hand and seal, the day and year first above written.

Signed and delivered in the presence of
A. Unrein

Elizabeth Jaegmain

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 5th day of August, A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elizabeth Jaegmain, a single woman, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

Lorene Taylor

Notary Public

(My commission expires Apr. 19 - 1943)

(SEAL)

Recorded August 5, 1939 at 11:40 A. M.

Register of Deeds.

Receiving No. 5286 <

Reg. No. 1973 <
Fee Paid \$5.50

EXTENSION AGREEMENT

Lawrence, Kansas, July 27, 1939

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The Merchants Loan & Savings Bank by a Mortgage, dated September 8, 1925 made by Fred Blesner, Alice N. Blesner, and Fred Blesner, Guardian, and duly recorded in Douglas County, Kansas, Book 69, on page 104, to _____, which Mortgage was given to secure the payment of a note or bond for the sum of \$2500.00, payable Sept. 1, 1930, to The Merchants Loan & Savings Bank, Lawrence, Kansas or order, upon which note or bond there remains unpaid the sum of \$1450.00 - -, of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from July 27, 1939 agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six per cent per annum, payable semi-annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the First National Bank, Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable. The undersigned agree to make the following payments on said principal sum:

Handwritten notes:
Received of Elizabeth Jaegmain the sum of \$5500.00 in full payment of the mortgage of \$5500.00 on the 23rd day of August 1939.
This release was written on the 23rd day of August 1939.
Harold A. Beck
Notary Public
Lawrence, Kansas