

MORTGAGE

THIS INDENTURE, Made this 3rd day of October 3 - 1936 in the year of our Lord nineteen hundred thirty eight between George B. Supplee, a widower of Lawrence in the County of Douglas and State of Kansas, of the first part, and the First NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to him 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 successors 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:

The South Fifty Feet (50) of Lot Number Five (5) in Block Number Eight (8) Grand Addition to the City of Lawrence

with all the appurtenances, and all the estate, title, and interest of the party of the first part therein.

And the said George B. Supplee does hereby covenant and agree that at the delivery hereof he 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 except one mortgage of record to the First National Bank recorded Book 69 Page 139 record of Douglas County Kansas.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part his heirs and assigns.

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

George B. Supplee

STATE OF KANSAS)
Douglas County,) ss:

BE IT REMEMBERED, That on this 3rd day of October A.D. 1936 before me, the undersigned, a Notary Public, in and for said County and State, came George B. Supplee to me personally known to be the same person who executed the foregoing instrument of writing, 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 year last above written.

F.C. Whipple
Notary Public

(SEAL) My commission Expires Jan. 27 1938

Recorded August 22, 1936 at 1:45 P.M.

Ward A. Beck

Register of Deeds

Rec. No. 6395

MORTGAGE RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Kansas Public Service Company, a corporation organized and existing under the laws of the State of Delaware, executed and delivered to The Chase National Bank of the City of New York and Carl E. Buckley, as Trustee, a certain Indenture of Mortgage (hereinafter called the "Mortgage") dated as of January 1, 1935 to secure its First Mortgage Bonds issuable in one or more series and not limited in aggregate principal amount, except as in said Mortgage otherwise provided, which Mortgage, according to recordation data in possession of the Trustees, was duly recorded with the Register of Deeds of Douglas County, Kansas, on February 21, 1936, as a Real Estate Mortgage in Book 83, page 305 and filed as a Chattel Mortgage, as number 446; and

WHEREAS, there have been issued and outstanding under said Mortgage \$350,000 principal amount of First Mortgage Bonds, Series A, 5%, due 1961; and

WHEREAS, all of the aforesaid First Mortgage Bonds, Series A, 5%, due 1961 have been redeemed and paid and/or provision made for such redemption and/or payment, including principal and interest, by depositing, with the Corporate Trustee in trust, the entire amount due and to become due on all the aforesaid Series A Bonds outstanding under said Mortgage, for both principal and interest; and

WHEREAS, the Mortgage has been paid and satisfied,

NOW, THEREFORE, IT IS INSTRUMENT WITNESSETH:

That The Chase National Bank of the City of New York and Carl E. Buckley, Trustees under the Mortgage, hereby certify and acknowledge that the aforesaid First Mortgage Bonds, Series A, 5%, due 1961 and the aforesaid Mortgage securing said Bonds have been fully paid and satisfied.

IN WITNESS WHEREOF, The Chase National Bank of the City of New York has caused these presents to be signed by one of its second Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Trust Officers and Carl E. Buckley has hereunto set his hand and seal this 15th day of August, 1936.

(CORP. SEAL)

Attest:

P.C. Beardslee

Assistant Trust Officer

Signed, sealed and delivered by
The Chase National Bank of the
City of New York in the presence of:

F.H. Lamb
W. Janes

THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK
By O.P. Farwell
Second Vice President

Signed, sealed and delivered by Carl E. Buckley
Carl E. Buckley in the presence of:
F.H. Lamb
W. Janes