

DOUGLAS COUNTY

Given under our hands and seals, this the 17th day of September, 1941.

R. 4, Lawrence, Kansas
(Mail Address)

Jess M. O'Connor

(Husband)

R. 4, Lawrence, Kansas
(Mail Address)

Beulah O'Connor

(Wife)

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this 17th day of September, A.D. 1941, before me the undersigned, Register of Deeds in and for said county and state, personally appeared JESS M. O'CONNOR and BEULAH O'CONNOR, husband and wife, to me personally known and known to me to be the same persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

Harold A. Beck

Register of Deeds

(OFFICIAL SEAL)

Recorded September 17, 1941 at 2:10 P.M.

Harold A. Beck

Register of Deeds

Reg.No.2790 Receiving No. 12642
Fee Paid \$2.50

M O R T G A G E

THIS INDENTURE, Made this 15th day of September in the year of our Lord one thousand nine hundred forty-one between Robert M. Norwood and Bessie E. Norwood, his wife of Leocompton, in the County of Douglas and State of Kansas, of the first part, and Mary M. Smelser Lawrence, Kansas of the second part:

Witnesseth, That the said party of the first part in consideration of the sum of One Thousand and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at a division fence which is 18 chains more or less West of the Southeast corner of the Northeast fractional $\frac{1}{4}$ of Section 2, Township 12, Range 18; thence West on quarter section line 10 chains, 9 links to the Southeast corner of a tract of land deeded by N. D. Treadwell and wife to J. B. Cunningham (recorded in deed Book 32, Page 133 of the records of said county) to a point 12.12 chains more or less East of the Southwest corner of quarter section; thence North parallel with West line of quarter section 35 chains to right of way of Atchison, Topeka and Santa Fe Railway; thence South 58° 45' east 12 chains, 57 links to the line of the aforesaid division fence; thence South 27 chains 50 links to place of beginning, containing 32 acres, more or less. Also parts of Lots 1 and 2 of the Northeast fractional $\frac{1}{4}$ of Section 2, Township 12, Range 18, beginning at a point 12.81 chains West of the Southeast corner of the Northeast $\frac{1}{4}$ of said Section 2; thence West 4.66 chains; thence North 35.50 chains to the right bank of the Kansas River; thence down said River to A. M. Days West line; thence South along said line 130 rods to beginning, containing 16 acres, more or less, also, Beginning at a point 9.60 chains West of the Southeast corner of the Northeast fractional $\frac{1}{4}$ of Section 2, Township 12, Range 18; thence West 3.70 chains; thence North 17.05 chains to a point at foot of hill; thence South 54° East 4.13 chains to post; thence South 14.40 chains to place of beginning, containing 5 acres, more or less, less $\frac{1}{2}$ acre railroad right of way crossing said tracts, in Douglas County, Kansas.

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 owners of the premises above granted, and seized 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One thousand and no/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of One Thousand and no/100 DOLLARS, dated September 15th, 1941, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$25.00 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree 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 One Thousand and no/100 DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties 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 10 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 cost 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, her executors, administrators or 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, her 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 parties making such sale, on demand, to the said Parties of the first part heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Robert M Norwood

Bessie E. Norwood

STATE OF KANSAS,)
Douglas County,) ss..

Be it Remembered, That on this 16 day of Sept. A.D. 1941 before me, C. B. Hosford, a Notary Public in and for said County and State, came Robert M. Norwood and Bessie E. Norwood, his wife to me personally known to be the same person who executed the within 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 and year last above written.

C. B. Hosford

Notary Public.

(SEAL) My Commission Expires June 26 1943

Recorded September 18, 1941 at 10:02 A.M.

Harold A. Beck

Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released
and the lien hereby created dissolved.
As witness my hand this 17th day of November, A. D. 1943.
Attest: *Mary M. Smelser*
Jo White
Reg. of Deeds

This Release
was written
on the original
Mortgage
entered
this 18 day
of Sept. 1941
at 10:02 A.M.
Harold A. Beck
Reg. of Deeds