

DOUGLAS COUNTY

Receiving No. 13380

MORTGAGE

Reg. No. 2935

Fee Paid \$3.00

THIS INDENTURE, made this 14th day of March, in the year of our Lord, one thousand nine hundred and forty-two between Henry G. Van Neste and Dora E. Van Neste, his wife of in the County of Douglas and State of Kansas parties of the first part, and The First National Bank of Lawrence party of the second part.

WITNESSETH, that the said parties of the first part in consideration of the sum of One thousand two hundred and no/100 (\$1,200.00) ----- DOLLARS, to them duly paid, the receipt of which is hereby acknowledged have sold, and by this indenture do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Forty-six (46) acres of the Northeast Quarter (NE $\frac{1}{4}$) of Section Sixteen (16) and the North half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 16 (16), all in Township twelve (12), Range twenty (20), Less/Tract deeded to Charles C. Miller and recorded in Deed Book 119, page 616, and described as follows: Beginning at the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Southeast Quarter (SE $\frac{1}{4}$), Section Sixteen (16); thence North 1639.32 feet to the center of Mud Creek; thence following Creek South 79° 30' East 650 feet; thence South 200 feet; thence South 44° 30' West 130 feet; thence South 45° 00' East 100 feet; thence North 78° 00' East 200 feet; thence North 19° 30' East 165 feet; thence North 70° 00' East 60 feet; thence South 540 feet; thence South 44° 30' West 300 feet; thence South 33° 30' East 350 feet; thence South 72° 30' East 135 feet; thence North 39° 00' East 155 feet; thence South 35° 00' East 100 feet; thence South 24° 00' West 370 feet; thence North 89° 25' West 1041.90 feet to the point of beginning, containing Thirty-one and forty-three hundredths (31.43) acres, more or less, less three tracts described as follows: (beginning at a point in the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 16, Township 12, Range 20, South 125.6 feet West of the Southeast corner of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 16 said point also being in the West line of the Right of way of Highway U. S. 40: thence West in and along the South line of the North $\frac{1}{2}$ of the said Southeast $\frac{1}{4}$, 255 feet; thence North 150 feet; thence East 326 feet to a point in the West line of the Right of way of Highway U. S. 40; thence in a Southwesterly direction in and along the West line of the Right of way of Highway U. S. 40 the same being curved line, to the place of beginning and containing 1 acres in Douglas County, Kansas;) Beginning at a point 150 ft. North of the Southeast corner of North $\frac{1}{2}$ of Southeast $\frac{1}{4}$, Section 16, Township 12, Range 20; thence West 260 feet; thence North 80 feet; thence East 260 feet to the East section line of said Section 16 above referred to, thence South 80 feet to the place of beginning, less land taken by Highway 40 in Douglas County, Kansas,) (a tract of land lying in part of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, Section 16, Township 12 South of Range 20 East described as follows: Beginning at a point on the South line 380.6 feet West of the Southeast corner of said North $\frac{1}{2}$ of Southeast $\frac{1}{4}$ section; thence West along the South line of the said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ section, 610.6 feet to the Northerly right of way line of the proposed U. S. Highway 24; thence in a Northeasterly direction 133° 53' right, along the said right of way line 1013 feet, more or less; thence East to a point on the East line of the said section, 732.5 feet North of said Southeast corner; thence South along the said East line to a point 400 feet southeasterly at right angles to the said Northerly right of way line; thence Southwesterly parallel and 400 feet from the said right of way line to a point 230 feet North 117 feet West of the said Southeast corner; thence West 143 feet; thence South 80 feet; thence West 120.6 feet; thence South 150 feet to the place of beginning.) 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 parties making lawful claim thereto.

It is agreed between the parties hereto that the parties 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 becomes due and payable, and that they 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 of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided then the party 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 One thousand two hundred and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money executed on the ___ day of March, 1942, and by its terms made payable to the party 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 of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments 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 created thereby, or interest thereon, 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 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 party making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provision 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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Henry G. Van Neste
Dora E. Van Neste

STATE OF KANSAS) SS
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 14th day of March A.D. 1942 before me, a the undersigned in the aforesaid County and State, came Henry G. Van Neste and Dora E. Van Neste, his wife, to me personally known to be the same persons 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.

(SEAL)

My Commission Expires on the 27th day of January, 1943

F. C. Whipple
Notary Public

Recorded March 16th, 1942 at 10:00 A.M.

Register of Deeds

The undersigned owner of the within mortgage do hereby acknowledge the full payment of this mortgage and the debt secured thereby, and authorize the Register of Deeds to cancel the same. This mortgage being the last mortgage on the premises described herein. F. C. Whipple, Notary Public, State of Kansas.

This Release
 was written
 on the original
 mortgage
 entered
 this ___ day
 of ___
 1942
 at ___
 O.K.
 Reg. of Deeds
 F. C. Whipple