

DOUGLAS COUNTY

Reg. No. 3716
Fee Paid..\$3.50

Receiving No. 20356

MORTGAGE

THIS INDENTURE, Made this 15th day of June in the year of our Lord one thousand nine hundred forty-three, between Clyde O. Hardy and Ruth S. Hardy, his wife in the County of Douglas and State of Kansas of the first part and The Methodist Home for the Aged, Inc. of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fourteen Hundred-----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, 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:

Lots 126, 128, 130, 132, 134, and 136 on Newton Street, and Lots 66, 67, and 68 on Orange Street, in the City of Baldwin, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Clyde O. Hardy and Ruth S. Hardy, his wife do hereby covenant and agree that at the delivery hereof they were 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 Fourteen Hundred--no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Clyde O. Hardy & Ruth S. Hardy, his wife to the said party of the second part; said note being given for the sum of Fourteen - hundred ----- no/100 DOLLARS, dated June 15, 1943, due and payable in monthly installments from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payments be made as in said note and as is 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 Fourteen Hundred -- no/100 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 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 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 condition 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 party of the first part, their heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other leases of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the notes thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Clyde O. Hardy
Ruth S. Hardy

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this day of June, A. D. 1943, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Clyde O. Hardy & Ruth S. Hardy, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons 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.

Emma A. Emery
Notary Public

(SEAL) (My commission expires 3-20, 1947)

Recorded April 10, 1944 at 11:00 A. M.

Harold A. Beck Register of Deeds

Receiving No. 20359

Reg. No. 3717
Fee Paid..\$9.25

EX-ENSION AGREEMENT

WHEREAS, Guy R. Shultz and wife Maude E. Shultz, and Charles C. Winsler and wife Frances Winsler, under date of April 5, 1929, executed and delivered to the Liberty Life Insurance Company, a corporation, a certain note in the principal sum of Seven Thousand Dollars (\$7,000.00), and, to secure said note, executed, under like date a mortgage covering:

Lots Nos. Thirty Seven (37) and Thirty Nine (39) on Pinckney Street in the City of Lawrence, in Douglas County, Kansas;

and which mortgage was filed for record on April 6, 1929, in the office of the County Recorder of Douglas County, Kansas, and duly recorded in Book 75 at Page 461; and,

WHEREAS, Title to the mortgaged premises is now vested in Arthur Fritzell and wife Minnie M. Fritzell, subject to said mortgage, and

Received 2 Clyde O. Hardy and Ruth S. Hardy, his wife, the undersigned, the sum of \$14,000.00 Dollars, in full satisfaction of the within mortgage. The Methodist Home for the Aged, Inc. of the second part.

This release was written on the original mortgage

entered this 19 day of Feb 1946

Harold A. Beck Reg. of Deeds

Deputy