

DOUGLAS COUNTY

Reg. No. 3827
Fee Paid \$7.75

Receiving No. 21140

MORTGAGE

THIS INDENTURE, Made this 10 day of July in the year of our Lord on thousand nine hundred Forty-four between Lloyd L. Gaines and Ethel B. Gaines, Husband and wife in the County of Douglas and State of Kansas, of the first part, and The Pioneer National Life Insurance Company, a Corporation, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirty-one Hundred Thirty-six and 7/100 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 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:

The west 76.2 feet of the West 131.2 feet of Lot One (1), in Block Four (4) in South Lawrence in the City of Lawrence, 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 Lloyd L. Gaines and Ethel B. Gaines 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 Thirty-one Hundred Thirty-six and 7/100 DOLLARS, according to the terms of a certain promissory note this day executed by the said Lloyd L. Gaines and Ethel B. Gaines to the said party of the second part; said note being given for the sum of Thirty-one Hundred Thirty-six and 7/100 DOLLARS, dated July 10, 1944, due and payable in Eight years 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 schedule of payments thereto attached, 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 Five 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, 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 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 Lloyd L. Gaines and Ethel B. Gaines, their heirs or assigns.

And as additional 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 hand and seal the day and year first above written.

Signed and delivered in the presence of
Patricia Evans

Lloyd L. Gaines
Ethel B. Gaines

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 14 day of July, A. D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lloyd L. Gaines and Ethel B. Gaines, 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.

C. B. Hosford

(N.P. SEAL) My commission expires June 26, 1947.

Recorded July 24, 1944 at 9:06 A. M.

Harold A. Beck Register of Deeds

This release
was written
in the original
mortgage
entered
this 12 day
of July
1944
Reg. of Deeds
Barbara L. Beck
Deputy

#1 3,136.07

Satisfaction

Topeka, Kansas June 7, 1953

Received of Lloyd L. Gaines and Ethel B. Gaines the within named mortgage for the sum of Three Thousand One Hundred Thirty-six and 7/100 Dollars, in full satisfaction of the within Mortgage.

Attest: J.E. Gardiner
J.E. Gardiner, Secy. Treas.
(Cop. Seal)

The Pioneer National Life Insurance Co.
By Harry W. Colmery, President
Harry W. Colmery

This note herein described having been paid in full, this mortgage is hereby released and the lien thereon is hereby terminated.

this of 1947