

## MORTGAGE RECORD 88

Reg. No. 3828  
Fee Paid \$2.00

Receiving No. 21145

## MORTGAGE

THIS INDENTURE, Made this 15th day of July in the year of our Lord one thousand nine hundred forty-four between George L. Pence and Christie A. Pence in the County of Douglas and State of Kansas, of the first part, and Conference Claimants' Funds, Inc, a corporation of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of Eight-Hundred and no/100 - (\$800.00) - 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, their Successors 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 South Half ( $S\frac{1}{2}$ ) of Lots Eighty-four (84) and Eighty-six (86), And the South Half ( $S\frac{1}{2}$ ) of the East Forty feet (E 40 ft.) of Lot Eighty-eight (88); on Grove Street, in the City of Baldwin, County of Douglas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said George L. Pence and Christie A. Pence 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 Eight-Hundred and no/100 DOLLARS, according to the terms of One certain promissory note this day executed by the said George L. Pence and Christie A. Pence to the said party of the second part; said note being given for the sum of Eight Hundred and no/100 DOLLARS, dated July 15th, 1944, due and payable in Forty payments of \$20.00 each payable on the first of every month year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payments be made as in said note and coupons 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 twelve-hundred 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, their Successors 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, their Successors 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 George L. Pence and Christie A. Pence, 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, now existing or that may hereafter become due, and all payments under any oil, gas, mineral or other leases of any kind on 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.

George L. Pence  
Christie A. Pence

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 15th day of July, A. D. 1944, before me the undersigned, a Notary Public in and for the County and State aforesaid, came George L. Pence and Christie A. Pence 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 official seal on the day and year last above written.

Yale Wells  
Notary Public

(SEAL) My Commission expires 12-28-1946.

Recorded July 24, 1944 at 10:45 A. M.

*Ward A. Beck*  
Register of Deeds

Receiving No. 21168

## MORTGAGE

Reg. No. 3829  
Fee Paid \$6.50

THIS MORTGAGE, Made this 8th day of July A. D., 1944 by and between JOSEPH FRANCIS FOLEY, JR., AND DOROTHY MAY FOLEY, HUSBAND AND WIFE, of the County of LEAVENWORTH, and State of KANSAS, parties of the first part, for the purpose of this instrument hereinafter called MORTGAGOR, and KANSAS CITY LIFE INSURANCE COMPANY, a Missouri Corporation, of Kansas City, Missouri, party of the second part, for the purpose of this instrument hereinafter called MORTGAGEE:

WITNESSETH: That said MORTGAGOR for and in consideration of the sum of TWO THOUSAND SIX HUNDRED DOLLARS paid to said mortgagor by said mortgagee, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto the said mortgagee, its successors and assigns, all of the following described real estate situated in the County of DOUGLAS and State of Kansas, to-wit:

The South Half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section 18; The East Twenty (20) acres of the North Half ( $N\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section 18; and the East Half ( $E\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Seven (7), all in Township Twelve (12) South of Range Nineteen (19) East of the Sixth Principal Meridian.

*See return of mortgage on back of page 145.*