

DOUGLAS COUNTY

STATE OF KANSAS }
County of Shawnee } ss.

BE IT REMEMBERED, That on this 3rd day of October, A. D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L. A. Slaughter, a single man, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) Term expires July 7, 1947

Lester C. Parr
Notary Public

Recorded October 18, 1944 at 10:45 A. M.

Harold A. Beck Register of Deeds

Receiving No. 21824 /

MORTGAGE

Reg. No. 3949
Fee Paid \$10.00

THIS INDENTURE, Made this 31st day of July in the year of our Lord nineteen hundred and Forty-four by and between WILLIAM KORNHAUS and AURA D. KORNHAUS, his wife, of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY, Party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of FOUR THOUSAND and no/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots Numbered Eleven (11) and Twelve (12), in Block Thirteen (13), in Lane's Second Addition to the City of Lawrence, otherwise known as 1043 Indiana Street.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of FOUR THOUSAND and no/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

September 1, 1945	\$200.00
September 1, 1946	\$200.00
September 1, 1947	\$200.00
September 1, 1948	\$200.00
September 1, 1949	\$200.00

to the order of the said party of the second part with interest thereon according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing, designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the building which are now or may hereafter be upon the premises unceasingly insured to the amount of SEVEN THOUSAND FIVE HUNDRED and no/100 DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance moneys when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured thereby, or the interest thereon or income therefrom; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided, to pay any taxes or assessments is legally inoperative, then, in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this Mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

This assignment was filed by Reg. 623

This release was written on the original mortgage entered this 23 day of Sept. 1945

The Agent Secured by this Mortgage has been paid in full, and the same is hereby canceled, this 18th day of September, 1945

L. A. Slaughter, President

(Corp. Seal)

This release was written on the original mortgage entered this 23 day of Sept. 1945

The mortgage herein described has been paid in full, and the same is hereby canceled, this 18th day of September, 1945