

MORTGAGE

This Mortgage, Made this 27th day of September in the year of Our Lord, One Thousand Nine Hundred and Forty-six by and between Lawrence Country Club, a Corporation of the County of Douglas and State of Kansas party of the first part, and Security National Bank of Kansas City party of the second part

Witnesseth, That said party of the first part, for and in consideration of the sum of Seven Thousand and no/100 - - Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part and to its heirs and assigns forever, all of the following described tracts, pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26) Township Twelve (12), Range Nineteen (19), except the following described property deeded August 30, 1895 to Henry S. Clark: Beginning 16 chains and 40 links south of the Northeast corner of the said Southeast $\frac{1}{4}$ of Section 26; thence South along the section line 3 chains and 60 links to the South line of the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$; thence West along the South line of said North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ 4 chains and 40 links to center of road; thence Northeast along the center of road to beginning, subject to said road; ALSO the West Fifty (50) acres of a tract described as the South Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township Twelve (12), Range Nineteen (19), less right of way for street over the North 30 feet of the Southeast $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ also less the following described tract: Beginning at the Southeast corner of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$; thence West $1\frac{1}{2}$ rods; thence South 16 rods; thence East 20 rods; thence North 16 rods; thence West $18\frac{1}{2}$ rods to the place of beginning, being Forty-eight (48) acres; ALSO Commencing at the Southwest corner of the North Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Twenty-six (26), Township Twelve (12), South of Range Nineteen (19) East of the Sixth Principal Meridian; thence North 4.32 chains; thence East 4 chains; thence Southeast to a point on the South line of the North $\frac{1}{2}$ of said Northeast $\frac{1}{4}$, section, $12\frac{1}{2}$ chains East from point of beginning; thence West to place of beginning, in Douglas County, Kansas

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its heirs and assigns forever: Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, the said first party has this day executed and delivered a certain promissory note in writing to the party of the second part, payable at Kansas City, Kansas as follows, to-wit:

Kansas City, Kansas, September 27, 1946 No.

For value received, we promise to pay to the order of Security National Bank of Kansas City at its office in Kansas City, Kansas, Seven Thousand and no/100 - - Dollars in payments as follows, namely in 19 successive installments semi-annually of \$250.00 Dollars each exclusive of interest, beginning with the first installment March 27, 1947 and in addition thereto on Sept. 27, 1956 from date an installment equal in amount to whatever of the principal would then remain unpaid if all of the preceding installments had been paid when due, together with interest from date at the rate of four per cent (4%) per annum payable semi-annually and with interest at the rate of ten percent (10%) per annum on the principal of each unpaid installment after its maturity until paid.

If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at the rate of ten per cent per annum until paid. Presentment, demand for payment, protest and notice of protest for nonpayment, waived by the makers and endorsers of this note.

Due in semi-annual payments to 9-25-56
Address Lawrence, Kansas
Phone

Lawrence Country Club, a Corporation
by Forrest C. Allen Pres.

Sec-Treas.

Now if the said first party shall well and truly pay, or cause to be paid, the sum of money in said note mentioned with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its heirs executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment foreclosing all rights and equities in and to said premises of said party of the first part, its heirs and assigns, and all persons claiming under it. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of . . . Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part do hereby covenant and agree that at the deliver hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set its hand the day and year first above written.

(CORPORATE SEAL)

Executed and delivered in presence of
Forrest C. Allen

Lawrence Country Club, a Corp
by Forrest C. Allen, President
Geo. T. Wetzel, Sec.-Treas.

State of Kansas, County of Douglas, ss.

Be It Remembered, that on this 27th day of September A.D. 1946, before me, the undersigned, a notary public in and for said County and State, came Forrest C. Allen, President George T. Wetzel, Secy-Treas. who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and last above written.

(SEAL) My commission expires July 25, 1947.

John W. Brand, Notary Public

Recorded October 3rd, 1946 at 1:35 P.M.

Harold A. Beck Register of deeds

This release was written on the original mortgage entered this 6 day of October 1946
 Security National Bank of Kansas City
 is fully paid, satisfied and discharged and any lien or claim of said bank is hereby released and discharged
 Security National Bank of Kansas City
 By Matthew J. Brand, President
 (Corp Seal)
 State of Kansas, County of Douglas, ss.
 Be It Remembered, that on this 27th day of September A.D. 1946, before me, the undersigned, a notary public in and for said County and State, came Forrest C. Allen, President George T. Wetzel, Secy-Treas. who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.
 In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and last above written.
 (SEAL) My commission expires July 25, 1947.
 John W. Brand, Notary Public
 Recorded October 3rd, 1946 at 1:35 P.M.
 Harold A. Beck Register of deeds