

MORTGAGE—Standard.

30744 —1903— Book 89

Saml Dodsworth Stationery Co., Kansas City 1-23-1

THIS INDENTURE, Made this 6th day of December A. D. 1946
between Harold Leroy Lutz and Athalia Lutz, his wife,
of Douglas County, in the State of Kansas of the first part,
and C.C. Pember
of Johnson County, in the State of Kansas of the second part:
WITNESSETH, That said part 1st of the first part, in consideration of the sum of
-- Twenty-eight Hundred and no/100 -- and --- DOLLARS,
the receipt of which is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY, unto said
part 1st of the second part his heirs and assigns, all the following-described
real estate, situated in Douglas County and State of
Kansas to-wit: The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$)
of Section Twenty-two (22), Township Thirteen (13), Range Twenty- (20),

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, whereas, said

Harold Leroy Lutz and Athalia Lutz, his wife

have this day executed and delivered a certain promissory note, in writing, to said part 1st of the
second part, of which the following is a copy,

\$2800.00 Olathe, Kansas. December 6, 1946.
As provided below after date we promise to pay to the
order of C.C. Pember at Olathe, Kansas
Twenty-eight Hundred and no/100 --- Dollars.
Payable as follows: August 1, 1947 the sum of \$300.00; August 1, 1948 the sum of \$200.00
August 1, 1949 the sum of \$200.00; August 1, 1950 the remaining balance of \$2100.00.
Maker, reserve privilege of additional payments or payment in full at any time.
For value received, with interest at Four (4) per cent per annum, after date until paid.
Interest payable annually, computed on balance remaining unpaid from time to time.

s/ Harold Leroy Lutz
Athalia Lutz

NOW, If said part 1st of the first part shall pay or cause to be paid to the said part 1st of the second part, his
heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the
terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and
effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the
taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not
paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall and by these
presents, become due and payable, and said part 1st of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand, the day
and year first above written.

Harold Leroy Lutz
Athalia Lutz

RECEIPT

Received of Harold Leroy Lutz the wife of Harold Leroy Lutz, the sum of Twenty Eight Hundred and
no/100 (\$2800.00) in full of the above described mortgage, and the interest thereon, and the taxes and assessments
thereon, and the day and year first above written.

Dec. 23 A. D. 1949

C.C. Pember