

Receiving No. 30118

MORTGAGE RECORD 91

Reg. No. 5237
Fee Paid, \$ 32.50

FROM

E. S. Dillon and Lillian Irene Dillon, His Wife

TO

I. J. Meade, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 5th day of
October A. D. 1946, at 11:05 o'clock A. M.James A. Beck
Register of Deeds.
Deputy.THIS INDENTURE, Made this 5th day of October, 1946, in the year of our Lord, one thousand nine
hundred and Forty-Six between

E. S. Dillon and Lillian Irene Dillon, his wife

of LAWRENCE in the County of DOUGLAS and State of KANSAS
parties of the first part, and I. J. Meade part Y of the second part.WITNESSETH, That the said part 1ES of the first part, in consideration of the sum of
THIRTEEN THOUSAND AND NO/100 - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) and the
North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$)
of the Southeast Quarter (SE $\frac{1}{4}$), all in Section Twenty (20,) Township
Fourteen (14), South, Range Eighteen (18) East of 6th P.M.

with the appurtenances and all the estate, title and interest of the said part 1ES of the first part therein.

And the said part 1ES of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1ES of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied
or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in
such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the
extent of his interest. And in the event that said part 1ES of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured
as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by
this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.THIS GRANT is intended as a mortgage to secure the payment of the sum of
THIRTEEN THOUSAND AND NO/100 - - - - - DOLLARS,
according to the terms of a certain written obligation for the payment of said sum of money, executed on the 5th day of October, 1946and by its terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation, and also to secure for said
part Y of the second part the sum of money advanced by the said part 1ES of the first part to pay for any insurance, or for the payment of said taxes, or for the payment of said taxes and insurance,
or for the payment of said taxes and insurance and for the payment of said taxes and insurance and for the payment of said taxes and insurance and for the payment of said taxes and insuranceAnd this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is
not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance
shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the repayment of which this indenture is given, shall
immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part toto take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the
rents and benefits accruing therefrom and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale
to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Ymaking such sale on demand, to the first part 1ES.
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The part 1ES of the first part has hereunto set their hand and seal on the day and year last above
written.

E. S. Dillon (SEAL)

Lillian Irene Dillon (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }BE IT REMEMBERED, That on this 5th day of October A.D. 1946, before me, a
Notary Public in the aforesaid County and State, came E. S. Dillon and Lillian Irene
Dillon, his wife

(SEAL)

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the
execution of the same.IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last
above written.

My commission expires on or before April 25, 1947

W. A. Schaal
Notary Public.

RELEASE

I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of October, 1946By Hugh P. Hartley, Owner
(Corp. Seal)This release
was written
on the original
mortgage entered
this 16th day
of October
1946H. A. Beck
Reg. of Deeds
By James Beck
Deputy