

MORTGAGE

16-2-T. W.

Hall Litho. Co, Topeka

THIS INDENTURE, Made this 8 day of October 1935 A. D. 19 48

between Edwin H. Hartman and Florence Hartman, his wife,
of Douglas County, in the State of Kansas, of the first part
and R. W. Scott, a widower,
of Ness County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
Four Thousand and ----- and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey
unto said party of the second part, his heirs and assigns, all the following described Real
Estate, situated in Douglas County, and State of Kansas to wit:

Beginning at a point in the center of Warren (now 9th) Street produced West
from the City of Lawrence, 14.22 chains West of the East boundary of
the Northwest Quarter of Section No. Thirty Six (36), Township No
Twelve (12), Range No. Nineteen (19); thence South 5.05 chains; thence
East 4.58 chains; thence North 5.05 chains; thence West 4.58 chains
to the place of beginning, containing 2.3 acres more or less, in Douglas
County, Kansas

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging or in anywise appertaining, forever.

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

Edwin H. Hartman and Florence Hartman, his wife

have this day executed and delivered one certain promissory note in writing to said party
of the second part, of which the following is a description: Of even date, for

the sum of \$4000.00 with interest thereon at the rate of five per
cent per annum, payable semi-annually, both principal and interest
payable to the order of R. W. Scott. Payment on the principal
may be made at any interest paying date. Said note is made for a
term of five years to be paid by October 1, 1935.

NOW, If said parties of the first part shall pay or cause to be paid to said party 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 and sums, and interest thereon, shall and by these presents become due and payable at the option
of the holder hereof, and said party of the second part shall be entitled to the possession of said
premises.

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

Edwin H. Hartman
Florence Hartman