This Indenture, Made this 15-th day of July 1952
between Tony J. Slobodnik and Dorothy B. Slobodnik, his wife
of Douglas County, in the State of Kansas of the first part, and
V.R.Williams and Etta J. Williams, his wife
of Douglas County, in the State of Kansas, of the second part:
Witnesseth, That the said part iesof the first part, in consideration of the sum of
Two Thousand (\$2000.00) DOLLARS.
the receipt of which is hereby acknowledged, doby these presents grant, bargain, sell and convey unto said part1e_ of the second part,theirheirs and assigns, all the following described Real Estate, situated in the County ofDouglasand State of Kansas, to-wit:
East One -half of the North West Quanter of Section (3), Twp (14),
Range (18), containing 80 acres more or less.
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TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever: PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said
Tony J. Slobodnik and Dorothy B. Slobodnik, his wife have this day executed and delivered
one certain promissory note to said part1es of the second part, for the sum of
Two Thousand (\$2000.00) DOLLARS
bearing even date herewith, payable at Lawrence, Kansas
bearing even date herewith, payable at Lawrence, Kansas Kansas, in equal installments of Seventy-five (\$75,00) DOLLARS
each, the first installment payable on the 1-st day of August ,19 52, the second
installment on the 1-st day of Sept 19 52, and one installment on the 1-st
days of October and (\$75.00) in each wonth thereafter, until the entire sum is fully paid.
Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$27.00.00 with interest thereon at the rate of four per cent, payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or at any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount soo paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage. And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee. Now if said parties of the
shall pay or cause to be paid to said part 18S of the second part, their 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; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part 18S of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage. And the said part 18S of the first part, for themsalvesand their heirs, do hereby covenant to and with the said part 18S of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and ha vagood right to sell and convey the same, that said premises are free and clear of all encumbrances,
Kansas 723 Mass. Street.
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and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons, whomsoever. In Witness Whereof, The said part 10.8 of the first part ha Ve hereunto set their hands the day and year first above writen.
Tony I Slobodnik. Dorock B. Slobodnik
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