

Kansas Mortgage 33370 BOOK 92

This Mortgage, Made this 4 day of September in the year of Our Lord One Thousand Nine Hundred forty-seven by and between Roy H. Davids and Pauline E. Davids, Husband and Wife of the County

of Leavenworth and State of Kansas parties of the first part, and E. M. Petersen part y of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Forty-five Hundred and 00/100 DOLLARS, to them in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said part y of the second part, and to heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

West Half (W¹/₂) of Lots Eleven (11) and Twelve (12), Block Ten (10), Haskell Place, an addition to the City of Lawrence, Douglas County, Kansas, subject to and with benefit of all restrictions, reservations, covenants and easements, if any, now of record affecting said property

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said part y of the second part, and to heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Roy H. Davids and Pauline E. Davids, Husband and Wife the said parties of the first part have this day made, executed and delivered to the said part y of the second part their Promissory Note of even date herewith, by which they promise to pay to the said E. M. Petersen Forty-five Hundred and 00/100 DOLLARS, due September 15 1952 with interest from date to maturity at the rate of four per cent per annum, payable semi-annually, the exact copy of which note is hereto attached:

No.

\$ 4500.00

First Mortgage Real Estate Note

September 4, 1947

For Value Received we promise to pay to the order of E. M. Petersen at the office of The First National Bank of Kansas City or at such other place as the legal holder hereof may from time to time in writing designate,

Forty-five Hundred and 00/100 Dollars

in lawful money of the United States of America, payable as follows:

\$1000.00 to become due and payable on the 15th day of September, 1948, and \$1000.00 to become due and payable on the 15th day of each September thereafter to and including September 15, 1951; balance of indebtedness to become due and payable on September 15, 1952, plus interest thereon from date at the rate of 4% per annum payable semi-annually beginning March 15, 1948; both principal and interest bearing interest at the rate of 8% per annum after default or maturity until paid. If default be made in the payment of either principal or interest when same becomes due and payable, then all of said principal and interest, shall, at the option of the legal holder or holders hereof, become at once due and payable without notice.

This note is secured by mortgage of even date upon real estate in the County of Douglas, State of Kansas, and same shall be construed according to the laws of that state.

Privilege is reserved to pay two or more annual installments on any interest paying date.

Roy H. Davids

Pauline E. Davids