

*The Judgment in the Case of The Lawrence Building Loan  
Agmt. vs. C. Edward Hubach et al. in favor of W.W. Garwick  
having been paid in full, this Mortgage is hereby  
released this 10 day of May A.D. 1917. See personal  
copy. 275 records of City of Lawrence, Mo.*

*(For assignment see Book 51, Page 575)  
(For assignment see Book 51, Page 523)  
Attorneys: [illegible]*

*City of Lawrence  
For City of Lawrence  
(For personal Release see Book 51, Page 575)*

This Mortgage, Made this Third day of January in the year of our Lord One Thousand Nine Hundred and Fourteen by and between C. Edward Hubach and Amelia H. Hubach-his wife of the County of Douglas and the State of Kansas parties of the first part, and Errett Dooley party of the second part,

Witnesseth, That said parties of the first part for and in consideration of the sum of Twenty four hundred & forty Dollars to them in hand paid by the said party 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 party of the second part, and to his heirs and assigns forever, all the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning at the North west corner of the North west  $\frac{1}{4}$  of Section Thirty six (36) Township Twelve (12) Range Nineteen (19) thence South 12.27-3/10 chains, thence East 8.60/100 chains; thence South 6.97-3/10/100 chains; thence East 8.60/100 chains; thence South 6.97-3/10/100 chains; thence further South 214 feet being the center line of Warren St. extended west from the City of Lawrence; thence East along said center line 310 feet more or less to a point 13.32/100 chains East of West line of said  $\frac{1}{4}$  Section; thence North parallel with the West line of said  $\frac{1}{4}$  Section to the North line thereof, thence West 13.32/100 chains to the place of beginning in Douglas County, Kansas. Also a fractional 32 acres adjoining above description on the West now owned by C. E. Hubach and lying in the N. E. qr. of the N. E. qr. Sec. 35 Township Twelve (12) Range Nineteen (19) all in Douglas Co. Kansas.

To Have And To Hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said Errett Dooley or order, for value received twenty four hundred and forty Dollars, due Jan 3 1917 with interest from date to maturity at the rate of six per cent per annum, payable semi annually,

Now, if the said C. Edward Hubach and Amelia H. Hubach-his wife shall and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void.

But if said sum of money or either or them, or any part thereof, or any interest thereon be not paid when the same become due, then, and in that case, the whole of said sum and the interest shall, at the option of the said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which, or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgement for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by the said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty four Hundred and fifty Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges and expense for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured;

And the said parties of the first part do hereby covenant and agree that at the delivery hereof said C. Edward and Amelia H. Hubach are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

C. EDW. Hubach  
Amelia H. Hubach.