

MORTGAGE RECORD

1

This Indenture, Made this 6th day of August A. D. 1981, between
Mrs Anna W Brown a widow

of the County of Douglas and State of Kansas, party of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

WITNESSETH, That the said party.....of the first part, in consideration of the sum of.....
One thousand and no/100 (\$1,000.00) Dollars.

in hand paid, the receipt whereof is hereby acknowledged, do EA hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas to-wit:

The East Hall (E₂) of St. Ignace One Hundred and fifty eight (158) on Merckucka Street, City of Lawrence State of Kansas. J. J.

.....

.....

a

b

.....

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anyway appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part

hereby covenants.....that at the delivery hereof, she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she will Warrant and Defend the same against the lawful claims of all persons

whomsoever, ~~and~~ with Warrant and Defend the same against the lawful claims of all persons

PROVIDED, HOWEVER, That if the said party.....of the first part, shall pay or cause to be paid to the said party of the second part, its successors or

assigns the principal sum of, one thousand and 700/100 (\$1,000.00) Dollars

on the 10th day of August A. D. 1924, with interest thereon at the rate of Seven (7) per cent per annum payable semi-annually on the sixth days of August and February in each year.

together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and and (b) coupon interest notes

hereto attached bearing even date herewith, executed by said party, of the first part and payable to the party of the second part or its order at the
Bank of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents

a just indebtedness and an actual loan from the party of the second part to the party.....of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party.....of the first part, otherwise to remain

And the said party.....of the first part do 20.....hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above

specified, in manner aforesaid, together with all costs and expenses of collections, if any there shall be, and any costs, incurred and, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove any such lien or liens from the said property, and that the said party of the second part shall be entitled to the benefit of any such payments.

necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party.....of the first part hereby further covenants.....and agree.....to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and

insured to the amount of \$_____, _____ in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party

if the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the

And the said party.....of the first part do~~s~~s.....further covenant and agree that in case of default in payment of any installment of interest, in the performance of any of the covenants hereinbefore made, the whole principal sum hereby secured,

aid party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereon, or in case of default in payment of said promissory note at maturity the said party of the second part, its successors or assigns, shall be entitled to

in full or in whole or in part in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to fore-

IN WITNESS WHEREOF, The said party.....of the first part has.....hereunto set her hand.....the day and year

first above written.

Linna W Brown

.....

.....

STATE OF KANSAS, }
 } ss:

County of Los Angeles)
On this 16th day of August, A. D. 1934, before me, the undersigned, a Notary Public in and for said County

and State, personally appeared..... James W. Brown, a widow

me known to be the same person.....named in and who executed the foregoing instrument, and acknowledged that.....she.....executed the
me as.....her.....voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My Commission expires January 18 - 1933 Geo. H. Throck
Notary Public

Filed for Record on the 21st day of Feb A. D. 1922 at 4:30 o'clock P.M.

....., Register of Deeds.
....., Deputy.

1972-1973