

For Release See Book 67 Page 373

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 party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant and end with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have a good right to sell and convey the same, that said premises are free and clear of all incumbrances except a mortgage given to Adolph Lotz and that he will and his heirs, executors and administrators shall, forever warrant and defend the title of the said premises 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.

Attest:

C. F. Richards

Oscar E Bradford

Belle Bradford

STATE OF KANSAS)
DOUGLAS COUNTY) ss.

BE IT REMEMBERED, That on this 5th day of February A.D. 1923 before me, C. F. Richards a Notary Public in and for said County and State came Oscar E. Bradford and Belle Bradford his wife to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L. S.)

My Commission Expires April 4th 1926

Recorded Feb. 6, 1923

At 9:45 O'clock A.M.

C. F. Richards
Notary Public

Joe E. Wellman
Register of Deeds
Joe Wellman
Deputy

M O R T G A G E

KNOW ALL MEN BY THESE PRESENTS, That we Charles E. Varnum and Fannie A. Varnum, his wife, of the County of Douglas, and State of Kansas, have this day, for and in consideration of the sum of \$1500.00 to the said Charles E. Varnum and Fannie A. Varnum, in hand paid by Lillie Martin, of the County of Grundy, and State of Missouri, Granted, Bargained and Sold, and by these presents, do Grant, Bargain and Sell unto the said Lillie Martin, the following described tracts, or parcels of land, situated in the County of Douglas and State of Kansas, to-wit:-----The east Half of Lot One Hundred and Thirty-two (132), on Kentucky Street, in the City of Lawrence, Douglas County, Kansas. -----

-----Subject to a first mortgage of \$2000.00-----

TO HAVE AND TO HOLD the premises hereby conveyed, or all the rights, privileges and appurtenances thereunto belonging, or in any wise appertaining, unto the said Lillie Martin, her heirs and assigns forever; upon this express condition; Whereas, the said Charles E. Varnum and Fannie A. Varnum, his wife, have this day made, executed and delivered to the said Lillie Martin, their certain promissory note, a copy of which is as follows:

(Copy)

\$1500.00

Trenton, Missouri February 2nd, 1923.

Ninety days---after date I, we or either of us, as principals, promise to pay to Lillie Martin, or order, Fifteen Hundred and no/100 Dollars, for value received, with interest thereon from date at the rate of eight per centum per annum, which shall be due and paid annually, and if the interest is not paid annually it shall when due be added to and become a part of the principal and bear interest at the same rate and with costs of collection including an attorney fee in case of payment shall not be made at maturity. The makers, endorsers, and guarantors hereby waive demand, notice, protest, and notice of non-payment, and agree to the extension of time of payment without notice.

Payable at
No. Due

(Signed) Charles E. Varnum.

(signed) Fannie A. Varnum.

Now if the said Charles E. Varnum and Fannie A. Varnum, his wife, their executors or administrators, shall pay the sum of money specified in said note and all bearing interest that may be due thereon, according to the tenor and effect of said note, then this conveyance shall be void, otherwise it shall remain in force and effect.

IN WITNESS WHEREOF, the said Charles E. Varnum and Fannie A. Varnum have hereunto set their hands and seals, this second day of February, 1923

Chas. E. Varnum

Fannie A. Varnum

STATE OF MISSOURI,)
COUNTY OF GRUNDY,) ss.

The following is enforced on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.
- 1923 -
- 1023 -

Recorded - March 13th 1923
- 1923 -
- 1023 -
- Joe E. Wellman -