

MORTGAGE

THIS INSTRUMENT, Made this 7th day of September 1923 between R.H. Kent and Ettie C Kent his wife of Douglas County in the State of Kansas of the first part, and Ida S Steele of Douglas County in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Thirteen Hundred Eighty One and 35/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant bargain sell and convey unto said party of the second part her heirs and assigns all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots Thirty Nine (39) and Forty (40) in Solomon's Subdivision of Block Nine (9) of Babcock's Addition to the City of Lawrence,

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said R.H. Kent and Ettie C Kent have this day executed and delivered one certain promissory note to said party of the second part for the sum of Thirteen Hundred Eighty One and 35/100 Dollars, bearing even date herewith, payable at Merchants National Bank Lawrence Kansas, in equal installments of Thirty Eight and 13/100 Dollars each, the first installment payable on the 10th day of October 1923 the second installment on the 15th days of each and every subsequent month 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 \$2000.00 with interest thereon at the rate of eight per cent, payable semi-annually now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of 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 may by 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 and interest, and the amount so 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 such payment, and he may declare this mortgage and the 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 the note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party 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 R.H. Kent and Ettie C Kent, his wife shall pay or cause to be paid to said party of the second part her 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 to 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--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 them and their heirs do hereby covenant to and with the said party of the second part, executors administrators or assigns, that they lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances except a mortgage of Two Thousand Dollars (\$2000.00) above described 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 parties of the first part have hereunto set their hands the day and year first above written.

Attest

R.H. Kent
Ettie C Kent

State of Kansas)
Douglas County) ss

Be It Remembered, That on this 7th day of September A.D. 1923 before me F.C. Whipple a Notary Public in and for said County and State came R.H. Kent and Ettie C Kent 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.)

F.C. Whipple
Notary Public

My Commission expires January 27, 1927.

RECORDED Sept 8, 1923
At 2:25 O'clock P.M.

Ida S. Steele
Register of Deeds
By Joel Wellman
Deputy

ASSIGNMENT

(The Following is Endorsed on the Original Instrument in Book 57 on Page 69)

KNOW ALL MEN BY THESE PRESENTS, That J.A. Kesler of Douglas County in the State of Kansas, the within named mortgagee, in consideration of Three Thousand & 00/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell assign transfer set over and convey unto Frederick M. Hartson his heirs and assigns, the within mortgage Debt, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.

In Witness Whereof, the said mortgagee has hereunto set his hand this 20th day of December 1920 Executed in presence of J.A. Kesler

State of Kansas)
Douglas County) ss

Be It Remembered that on this 20 day of Dec A.D. 1920 before me Edw H Platt a Notary Public in and for said County and State came J.A. Kesler to me personally known to be the same person 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.

My Commission expires May 8, 1923.

(L.S.)

Edw H Platt
Notary Public

RECORDED Sept 8, 1923 At 4:10 O'clock P.M.

Ida S. Steele
Register of Deeds

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 26th day of February A.D. 1926
Ida S. Steele
Register of Deeds

RECORDED Feb 26 1926
Ida S. Steele
Register of Deeds