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RTGAGE RECORD 67

To have and To Hold, the Same, together with all and singular the tenements here-diatemnts and appurtenances thereto belonging, or in anywise appertaining forever, free and clear of more accept a certain mortgage of even date herewith for \$3000, maturing December 1, 1927 all incumbrance except a certain mortgage of even date herewith for \$3000, maturing December 1, 1927 all incumbrance diways, Ad these presents are upon this express condition, that whereas revised diways, Ad these presents are upon this express condition, that whereas said parties of the first part have this day exceuted and delivered their certain promissory note in fill on each on the first days at due and December of each year after the date thereof until fully paid \$100, each on the first days at due and December of each year after the date thereof until fully paid with interest at ten per cent per annum after maturity until payment both principal and interest pay-able at the office of The Central Trust co, Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the interest on aid referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. 5 3 4 A 99 7.0

loan and is to be paid in Tull, regaraless of whether sale team as paid matry of party defore its maturity. Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its successors 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 shall remain in full force and effect. But if said sum or sums of money er any part thereof, or any interest thereon, or *interst* or *principal* of any prior mortgage is not paid when the same is due or if the taxes and or interest or principal of any prior mortgage is not paid when the same is due or if the taxes and sessements 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, then the whole of said party of and interest thereon, shall, by these presents become due and payable at the option of said party of the second part , and said party of the second part shall be critical to the possession of said pre-tises. In case of foreolosure said property may be dod with or without appraisment, and with orienti-ises. In case of foreolosure said property may be dod with or without appraisment, and with orienti-ises of ten per cent per annum from the time of such default in the payment of interest or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments the conditions of this contract. Said party of the second part may, at its option, pake any payments ed, or any unpid taxes or any insurence premiums and sum as opaid shall become a part of the principal of the principal dates or any insurence premiums and sum as opaid when here a part of the principal ed, or any unpid taxes or any insurence premiums and sum as opaid when the sum as the second part is anot the principal. necessary to remove any outstanding title, iten or mountraite on part presides outst than merein stat ed, or any unpaid taxes or any insurance premiums and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recover dobt and shall become a lien upon this real estate and be secured by this mortgage, and may be record ed with interest at the rate of ten per cent per annum in any suit for foreclosure. The terns, conditions and provisions hereof, whether so expressed or not shall apply to and bind the respective parties hereto their successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular. In Witness Whereof, The said parties of the first part have hereunto set their hand the day and words in the plural include the second set their hand

the day and year first above written. Soup Seal. The Beta Chapter of Delta Signa Lambda, a con

Attest:

Ernest W. Johnson--Secretary.

State of Kansas. Douglas County. ISS.

Bo It Remembered, That on this 25th day of June A.D. 1925 before me, the undersigned a Notary Public in and for the county and State aforesaid came Powrie Doctor, president and Ernest W. Johnson, secretary of the <sup>B</sup>ota Chapter of Delta Signa Lanbda, a corporation to me personally known to be such officers and to be the same persons who as such officers executed the within instrument of writing, and the duly acknowledged the execution of the same as the voluntary act and deed of such corporation . In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last abuse written.

day and year last above written. Dick Williams. Notary Public

My Commission expires April 18, 1929.

Ruth E. Tatom To Bankers Mortgage co.

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MORTGAGE .

State of Kansas, Douglas Co. ss. Chis instrument was 11100 -19, 1925. At 1:35 P.M. See & Wellman This instrument was filed for record Aug.

By--Powrie Doctor--President.

Register of Deeds.

KANSAS REAL ESTATE FIRST MORTGAGE.

This Indenture, Made August 12, 1925 by and between Ruth E. Tatom and Chas.E. Tatom er husband of the County of Douglas, State of Kansas, parties of the first part, and the Bankers

her husband of the County of Douglas, State of Annas, parties of the First part, and the summer Kortgage Company of Topeka, Kansas, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Thousand Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns the foll-owing described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot twenty six (26) and the north six (6) inches of lot twenty eight (28) Massach-usetts Street, City of Lawrence, Douglas County, Kansas.

The debt secured by this mortgage is further secured by a twenty two thousand Five hundred **collar** (\$22,500.00) Savings Bond in the Eanker's Mortgage co. of Topeka Kansas No. ---Payments on the bond are \$138.38 per month for one hundred twenty months and are to be credited in Pass Book issued by the Company and is agreed that in any default of the monthly payments due on said bond or the interset due on Coupon notes, it shall be a breach of these conditions of the mortgage and shall entitle the holder, to foreclose the same. 3

-- in township--- range-- of the sixth Principal Meridian, containing in al ---aores acoof sectionording to government survey.

ording to government survey. To Have and To Hold said premises with all appurtenences, thereunto beloncing units the said party of the socond part, that said partice of the first part-lamfully selsed in free of said premises; that they good right to soll and convey said premises; that said premises are free and clear from all liens and oncumbrances; and that they will warrant and defend the tills to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all the