

# MORTGAGE RECORD 67

203

## MORTGAGE

FROM  
Cletus E. Buchrer  
TO  
Mary E. Williams

State of Kansas, Douglas County, ss  
This instrument was filed for  
record on this 3 day of September  
A. D. 1925, at 4:00 o'clock P.M.

*Paul E. Wellman*  
Register of Deeds

Reg. No. 1072  
Fee Paid 50

THIS INSTRUMENT, Made this 24th day of August 1925, between Cletus E. Buchrer and of Shawnee County, in the State of Kansas of the first part, and Mary E. Williams, a widow of 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 Two Hundred (\$200.00) 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:

Lot Number Fifteen (15) in Block Number Ten (10) in Lane Place an Addition to the City of Lawrence, Kansas.

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Parties of the first part have this day executed and delivered two certain promissory notes to said party of the second part, for the sum of Two Hundred (\$200.00) DOLLARS, bearing even date herewith, payable at Merchants National Bank, Lawrence, Kansas, in equal installments, of One Hundred (\$100.00) DOLLARS each, the first installment payable on the first day of September 1926, the second and last installment on the first day of September 1927,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$800.00 with interest thereon at the rate of Building & Loan 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 and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or 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 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 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. Appraisal waived at option of mortgagee.

Now if said Cletus E. Buchrer and 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 shall 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 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 to and with the said party of the second part, executors, administrators or assigns, that they are 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 encumbrances, except a first Mortgage of \$800.00 to Lawrence Building & Loan Association 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

Cletus E. Buchrer  
Alma Frances Buchrer

State of Kansas,  
Douglas County, ss

Be it Remembered, That on this 29th day of August A. D. 1925 before me, I. C. Stevenson a Notary Public in and for said County, and State, came Cletus E. Buchrer and Alma Frances Buchrer his wife to me personally known to be the same persons who executed the within 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.

I. C. Stevenson  
Notary Public.

My commission Expires Oct. 16, 1928.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 24th day of August A. D. 1925  
*Mary E. Williams*  
Attest:

Recorded Jan 24 1926  
*Paul E. Wellman*  
Register of Deeds