

204 # 1061
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MORTGAGE RECORD 67

MORTGAGE

State of Kansas, Douglas County, ss
This instrument was filed for record on this 1st day of Sept. A. D. 1925, at 5:45 o'clock P. M.

Seal B. Whippleman
Register of Deeds

J. G. Brandt & wife

To
W. L. Way

This Mortgage, Made this 1st day of September in the year of Our Lord One Thousand Nine Hundred and Twenty five by and between J. G. Brandt and Frances I. Brandt his wife of the County of Douglas and State of Kansas parties of the first part, and William L. Way party of the second part.

Witnesseth, That said parties of the first part, for and in consideration of the sum of Twelve Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The West 46 feet of lot (5), of P. F. Smith's subdivision of lots numbers (16) (17) (18) and (19) of block (15) Babcock's Enlarged Addition to the City of Lawrence, and of lots number (12) and (13) in block (3) of Cranson's subdivision of said block number (15), Babcock's Enlarged Addition, to the City of Lawrence in Douglas County, Kansas
To Have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; Provided Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said First Parties has this day executed and delivered one certain promissory note in writing to the part of the second part, payable at Merchants National Bank, Lawrence, Kansas, as follows to-wit:-

NOW, if the said First Parties shall well and truly pay or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgage premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said part of the first part, his heirs and assigns, and all persons claiming under him. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are full paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Five Thousand Dollars, for the benefit of all mortgages and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will Warrant and defend the same in the quiet and peaceable possession of said party of the second part and his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Except a \$3500.00 Mortgage in favor of the Merchants Loan and Savings Bank.
In Witness Whereof, The said parties of the first part have hereunto set
hand the day and year first above written.

Executed and delivered in presence of

J. G. Brandt (Seal)
Frances I. Brandt (Seal)

State of Kansas, County of Douglas, ss.

Be it Remembered, that on this 1st day of September, A. D. 1925, before me, the undersigned, a Notary Public in and for said County and State, came J. G. Brandt and Frances I. Brandt who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

L. S.

P. C. Whippley,
Notary Public

My commission expires Jan. 27, 1927.

KANSAS CITY, KANSAS, September 1st. 1925.

FOR VALUE RECEIVED, I promise to pay William L. Way or order, the sum of Twelve Hundred DOLLARS, \$1200.00 at Merchants National Bank in monthly installments, payable as follows, to-wit:

Fifty Dollars on the 1st day of October 1925, and
Fifty Dollars on the 1st day of each succeeding month thereafter, until the whole sum named is fully paid, with interest from this date at the rate of 7 per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once, and bear interest at 6 per cent per annum. Privilege is given to pay two or more installments at any monthly payment time.

J. G. Brandt
Frances I. Brandt

No.....

The following is referred to as the original instrument:
William L. Way, the mortgagee herein, may, by duly certifying that the within Mortgage is fully paid, satisfied, and discharged, and sending the certified copy of the foregoing to the Register of Deeds of Douglas County, Kansas, at Lawrence, Kansas, be discharged of any further record. Dated at Lawrence, Kansas, this 1st day of September, 1925.
In presence of J. G. Brandt & Frances I. Brandt.

FRONT