

From Louisa C. Don Carlos et vir
To B. M. Terry

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument filed for record
Feb. 4th, 1926 at 10:20 A.M.
Geo. E. Williamson
Register of Deeds.

1449
11 23

This Mortgage Made this twenty eighth day of January in the year of Our Lord One Thousand Nine Hundred Twenty Six by and between Louisa C. Don Carlos and Harry E. Don Carlos, her husband of the County of Douglas and State of Kansas parties of the first part, and P. M. Terry party of the second part.

Witnesseth; That said parties of the first part, for and in consideration of the sum of Forty-five Hundred and no/100 --- 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:

Lot No. One Hundred Seventy (170) on Tennessee Street, in the City of Lawrence,-----

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, Louisa C. Don-Carlos and Harry E. Don-Carlos, her husband the said parties of the first part have this day made, executed and delivered to the said party of the second part two promissory Notes of even date herewith, by which they promise to pay to the said P. M. Terry on order, for value received ---Forty -Five Hundred and no/100 --- Dollars. \$500.00 due in 2 years from Feb. 1, 1926 and \$4000 due in 5 years from Feb. 1, 1926 with interest from February 1, to maturity at the rate of 6 per cent per annum, payable semi-annually as evidenced by Ten coupon notes, four for the sum of \$135.00 and six for the sum of \$120.00 falling due on the first days of February and August in each year, both principal and interest notes are payable at Fidelity National Bank and Trust Company of Kansas City, Mo and bear interest from maturity until paid at the rate of 8 per cent per annum payable semi-annually.

Now if the said Louisa C. Don Carlos and Harry E. Don-Carlos, her husband shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes then these presents shall be null and void. But if said sums 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 sums and interest, at the option of said party of the second part or assigns, 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 notes, and the whole of said sums shall immediately become due and payable; 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 sums due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, 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 said parties of the first part, their heirs and assigns, and all persons claiming under them at which sale, appraisalment of said property is hereby waived by said parties of the first part and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. 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 notes and interest, and all liens and charges by virtue hereof, are fully 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 Forty-five Hundred and no/100 Dollars for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such 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 at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest 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 said Louisa C. Don-Carlos and Harry E. Don-Carlos her husband 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 his heirs and assigns forever; 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.

Louisa C. Don-Carlos
Harry E. Don-Carlos

State of Kansas)
County of Douglas (ss;

Be It Remembered That on this 28th day of January A.D. 1926, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Louisa C. Don-Carlos and Harry E. Don-Carlos her husband, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

A. P. Flinn, Notary Public.

L.S.
Term expires April 10-1927.