

MORTGAGE RECORD 67

SAUL BODENWORTH STATIONERY CO KANSAS CITY MO 64104

said party of the second part shall be entitled to the possession of said premises. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

State of Kansas |
Douglas County |SS

Phil C. Bowen
Helen M. Bowen.

Be it remembered, That on this 12 day of May A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Phil C. Bowen and Helen M. Bowen his wife who personally known to me to be the same persons who executed the within instrument of writing and such persons have duly acknowledged the execution of the same.

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

LS Term expires April 23rd, 1929

Walter C. Thiele
Notary Public

First Mortgage

MORTGAGE.

From Phil C. Bowen et ux
Commonwealth Investment Co.

State of Kansas Douglas County, ss;
This instrument filed May 18th, 1926 at 8:40 A.M.

Walter C. Thiele
Register of Deeds.

THIS INSTRUMENT, made this 7th day of May, A.D. 1926 between ---Phil C. Bowen and Helen M. Bowen, his wife --- of Douglas County, in the State of Kansas, of the first part, --- and The Commonwealth Investment Company, a corporation, of Shawnee County, in the State of Kansas, of the second part: Witnesseth, That said parties of the first part, in consideration of the sum of Thirty-Eight Hundred and no/100 Dollars --- the receipt of which is hereby acknowledged does, by these presents grant, bargain, sell and convey unto said party of the second part it successors and assigns, all the following described real estate, situated in Douglas County, and State of Kansas, to-wit:

Lot Numbered 11 in block 2, Haskell Place to the City of Lawrence, Kansas.

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 parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:

NOTE

THE COMMONWEALTH INVESTMENT COMPANY.

\$3800.00 Ten Years after date we promise to pay to the order of ---THE COMMONWEALTH INVESTMENT COMPANY, a corporation, the sum of THIRTY EIGHT HUNDRED DOLLARS----- together with interest at the rate of 8 percent per annum on deferred balances, interest payable monthly as follows: \$25.34 on or before the 7th day of June 1926 and a like amount on or before the 7th day of each and every month thereafter until maturity at which time the balance due shall become due and payable.

It is also agreed that the undersigned may at any interest paying date make regular payments in whole or in part of said loan and all payments in excess of the regular payments hereinbefore provided for, shall be a payment upon the principal and stop interest upon that amount. It is also agreed that if paid before maturity, interest for one addition month may be added. The makers hereof further agree as follows:

First. To pay all taxes and assessments of every kind and nature levied upon the real estate mortgaged to the said The Commonwealth Investment Company when the same are by law due and payable and insurance premiums to secure the amount of insurance hereinafter provided for.

Second, To immediately procure and maintain and keep in the possession of said company, without lapse, policies of insurance against fire and tornado in an amount equal to the amount of this loan, covering the buildings now or to be hereafter erected upon the said mortgaged premises, in some responsible insurance company, which policies shall be issued by said The Commonwealth Investment Company.

Third; To keep and maintain the buildings now on said premises, or which may be hereafter erected thereon, in good condition at all times and shall not suffer waste thereon.

Fourth. That in case of failure on their part or on the part of their successors or assigns or grantees, to pay all taxes and assessments when by law they become due and payable or a like failure to keep in force policies of insurance hereinbefore provided for, that the said company may pay said taxes and assessments and maintain said insurance and that the amounts so expended by it shall be a lien on premises described in the mortgage given to secure the payment of this note and the same may be recovered with interest at a rate not to exceed ten per cent per annum.

Fifth. The undersigned hereby assigns to the said The Commonwealth Investment Company the rents and income arising at any and all times from the property mortgaged to secure this note and hereby authorizes the Company at its option to take charge of said property, collect all rents and income, and apply the same on the interest, insurance premiums, taxes, assessments, repairs or improvements necessary to keep property in tenable condition, or other charges, provided said payments or interest are three months in arrears. This assignment of rents to continue in force until the amount secured by this note is fully paid. It is also agreed that the taking of possession shall in no manner prevent or retard the said company in the collection of said sums by foreclosure or otherwise.

Sixth. The undersigned agrees that time and punctuality are the essence of this contract and any failure on their part, their successors or assigns to comply with the foregoing agreements, that the said The Commonwealth Investment Company may declare the whole amount of said loan or note to become due and payable and foreclosure of said mortgage may be had. And in case of any such failure amount due on this note shall draw interest at the rate of 10 % per annum from the time of such default until paid.

Phil C. Bowen
Helen M. Bowen.

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9.50
For Assignment
see Book 75
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Vertical text on the right margin containing recording details, dates, and names.