

313

SAMEL DODGORTH STATIONERY CO KANSAS CITY MO 64105

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12th day of October A. D., 1925, At 2:25 P. M.

By _____ Deputy.

THIS INDENTURE, Made this Sixth day of October, 1925, between

County, in the State of Kansas of the first part, and

County, in the State of Kansas, of the second part:

WITNESSETH, That the said part 105 of the first part, in consideration of the sum of Two Hundred Twenty-eight DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part y 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:

Lots number Fifteen (15), Sixteen (16), Seventeen(17), Eighteen (18), Nineteen (19) and Twenty (20) in Block One Hundred and Seventy-One (171).

Also lots number Three (3) and Four (4), in Block One Hundred and Eighty(180).

All in the City of Eudora, County and State aforesaid.

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

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their respective signatures, sealings, or stamps, at the place and date first above written.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Samuel D. Morris and Laura J. Morris have this day executed and delivered two certain promissory note \$ DOLLARS, to said party Y of the second part, for the sum of Two Hundred Twenty-Eight DOLLARS, bearing even date herewith, payable at office of C. F. Richards in Eudora, DOLLARS, Kansas, in equal installments of One Hundred and Fourteen DOLLARS, each, the first installment payable on the 6th day of January 1926, the second installment on the 6th day of April 1926, and each installment on the day of 1926.

7. In each year thereafter, until the entire sum is fully paid

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 600.00 with interest thereon at the rate of _____ per cent. payable _____ 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 undersigned, 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 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 part Y 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 mortgagor.

Now if said Samuel D. Harris and Laura J. Harris

shall pay or cause to be paid said part .y. of the second part, nor 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 therein, is not paid when the same are due and payable by law made due and payable, or any nature which are or may be assigned 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 interest is not paid when the same are due and payable, or if the principal or any part of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part .y. of the second part shall be null and void.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with the said part 2 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 incumbrances, except a mortgage of \$200.00 on the first above described property payable to the Home State Bank of Eudora, Also a mortgage of \$400.00 on the second described property payable to George H. Lottholz.

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 part ies of the first part ha ve hereunto set their is hand the day and year first above written.

ATTEST:

Sauel D. Harris
Laura J. Harris

STATE OF KANSAS.

COUNTY OF Douglas

BE IT REMEMBERED, That on this 12th day of October

A. D. 19 25, before me, C. F. Richards

Samuel D. Harris and Laura J. Harris, his wife

L. S.

to me personally known to be the same person who executed the foregoing 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.

My Commission Expires April 4, 1926 C. F. Richards Notary Public.

RELEASE

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 22 day of June 1927

ATTEST:

E. L. Kraus

This Policy was written on the Mortgage
 this 22nd day of June 1927
 J. E. Webb
 Reg. of Deeds
 P. W.