

314

Reg. No.

For P. & M.

12/2
\$50

MORTGAGE RECORD 70

FROM

Glen H. Carter and Blanche Carter his wife
TO

Clifford P. Holt

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of

November A.D. 1925, at 3:40 P.M.

Joa. C. Willman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 23rd day of October, 1925, between

Glen H. Carter and Blanche Carter, his wife

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

Clifford P. Holt, single

of Lawrence 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 and Twenty-five and no/100 (\$225.00)----

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot Four (4), Block Twenty-one (21),
Sinclairs Addition, 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

has ve this day executed and delivered a certain promissory note

to said party of the second part, for the sum of Two Hundred and Twenty-five and no/100 (\$225.00)----- DOLLARS, bearing even date herewith, payable at

Kansas, in equal installments of Thirty-five and no/100 (\$35.00)

DOLLARS,

each, the first installment payable on the 24th day of October

1925, the second installment on the 24th

day of November 1925, and one installment on the 24th day of each

every ~~30 days~~ 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 \$2000.00 with

interest thereon at the rate of six per cent, payable semi-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. Appraisement waived at option of mortgagee.

Now if said Parties of the first

shall pay or cause to be paid to said party of the second part, his 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 and to 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 incumbrances, except above mentioned first mortgage in the amount of \$2000.00.

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 hand the day and year first above written.

ATTEST:

Glen H. Carter

Blanche Carter

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 23rd day of October

A.D. 1925, before me,

Wayne Gill

, a Notary Public in and for said County and State, came

Glen H. Carter and Blanche Carter, his wife

L. S.

to me personally known to be the same person as 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 July 30th

1928

Wayne Gill

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 day of

19

ATTEST:

SECOND MORTGAGE

For Release - see Book 75, Page 133.