

# MORTGAGE RECORD 70

315

SAME, DOUGLAS COUNTY, KANSAS CITY, MO. 64601

Reg. # 1322  
Fee \$2.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

F. W. Kahn et ux

This instrument was filed for record on the 19th day of

Dec. A. D. 1925, at 3:10 P. M.

TO

*Geo. C. Millman*  
Register of Deeds.

Merchants Loan & Savings Bank.

By

Deputy.

THIS INDENTURE, Made this 16th day of December, 1925, between

F. W. Kahn and Opal H. Kahn, his wife

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

The Merchants Loan & Savings Bank, of Lawrence, Kansas

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Eight Hundred (\$800.00)

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part 2nd of the second part, its heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot Nine (9) in Block Fourteen (14) University Place

an Addition to the City of Lawrence.

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

F. W. Kahn and Opal H. Kahn

has by this day executed and delivered their certain promissory note

to said part 2nd of the second part, for the sum of Eight Hundred (\$800.00)

DOLLARS,

bearing even date herewith, payable at Lawrence

Kansas, in equal installments of Twenty (\$20.00)

DOLLARS,

each, the first installment payable on the first day of February, 1926, the second installment on the first

day of March, 1926, and one installment on the first days of each

and

every month 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 \$ 1600.00 with interest thereon at the rate of seven 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 part 2nd 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 F. W. Kahn and Opal H. Kahn

shall pay or cause to be paid to said part 2nd of the second part, its 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 part 2nd of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with the said part 2nd 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.

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 1st of the first part has by herunto set the hand and year first above written.

ATTEST:

F. W. Kahn

Opal H. Kahn

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 13 day of Dec.

A. D. 1925, before me, Corydon E. Lindley

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

J. W. Kahn and Opal H. Kahn, 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 March 21 1929 Corydon E. Lindley 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 3rd day of April 1934

ATTEST:

Corp. Seal

*The Merchants Loan & Savings Bank, Lawrence, Kansas.*  
By *L. D. W. W. W. W. W.*

This Release was written on the original Mortgage as entered in the State of Kansas on 12-13-25