

## MORTGAGE RECORD 70

FROM

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Reg. No.

1382

Fee Paid

2.50

Frederick K. Leonard et al  
TO

This instrument was filed for record on the 18th day of

Jan. A. D. 1926, At 11:50 A. M.

Lsa E Wellman  
Register of Deeds.

Annie L. Monroe

By

Deputy.

THIS INDENTURE, Made this 22nd day of December, 1926, between Katharine Leonard and Frederick K. Leonard her husband and Mary E. Leonard and Howard Leonard, her husband

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

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

One Thousand (\$1000.00)

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, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

North One-half (1/2) of Lot

One Hundred Sixty-two (162)

and the South Sixteen and Two-thirds

(16 2/3) feet of Lot One Hundred

Sixty (160) on Indiana Street, in

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 parties of the first part

have this day executed and delivered two certain promissory note

to said part 2nd of the second part, for the sum of --One Thousand (\$1000.00)--- DOLLARS, bearing even date herewith, payable at

Kansas, in equal installments of Five Hundred (\$500.00)--- DOLLARS,

each, the first installment payable on the 22nd day of December 1926, the second installment on the 22nd

day of December 1930, and so on until fully paid.

WHEREAS, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ 3000.00 with

interest thereon at the rate of Building 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 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. Appraisal waived at option of mortgagee.

Now if said Parties of the first part

shall pay or cause to be paid to said part 2nd of the second part, her 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 parties of the first part, for themselves and their heirs, do hereby covenant to and with the said part

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 \$3000.00 first mortgage to

Douglas County Building &amp; Loan Association---

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:

Katharine Leonard  
Frederick K. Leonard  
Mary E. Leonard  
Howard Leonard

STATE OF KANSAS,

Douglas County

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

A. D. 1926, before me, Wayne Gill, a Notary Public in and for said County and State, came

Katharine Leonard and Frederick K. Leonard, her husband and Mary E. Leonard and Howard Leonard, her

husband

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: