

MORTGAGE RECORD 70

BASEL BROADWAY STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

D. B. Kauder et ux

This instrument was filed for record on the 19th day of July A. D. 1926, at 3:50 P.M.

Reg. No. 1888 Fee Paid \$1.75

TO

Lillian Larsh Co. By J. B. Wellman Register of Deeds Deputy.

THIS INDENTURE, Made this 19th day of July, 1926, between D. B. Kauder and Myrtle Kauder, his wife, of Douglas County, in the State of Kansas, of the first part, and Lillian Larsh of Shawnee 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 Seven Hundred-- DOLLARS, the receipt of which is hereby acknowledged, do hereby these presents, grant, bargain, sell and convey unto said party 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:

The North One-Half (1/2) of Lot numbered One Hundred Seventy-Five (175) and the South Thirty-Three (33) Feet of Lot One Hundred Seventy-Three (173) on Connecticut Street in the City of Lawrence Subject to a first mortgage of

Fourteen Hundred Dollars (\$1400.00)

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 first part ha ve this day executed and delivered one certain promissory note to said party of the second part, for the sum of Seven Hundred -- DOLLARS, bearing even date herewith, payable at Lawrence, Kansas Kansas, in equal installments of Seven and 22/100 --- DOLLARS, each, the first installment payable on the 17th day of August 1926, the second installment on the 17th day of September 1926, and one installment on the 17th days of October and each in each 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 \$700.00 with interest thereon at the rate of 7 per cent, payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage 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. Appraisal waived at option of mortgagee.

Now if said

shall pay or cause to be paid to said party 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 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 them and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that lawfully seized in fee of said premises, and ha good right to sell and convey the same, that said premises are free and clear of all incumbrances.

and that she will, and her 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 ha ve hereunto set their hand the day and year first above written. ATTEST: D. B. Kauder Myrtle Kauder

STATE OF KANSAS, COUNTY OF Kansas ss. BE IT REMEMBERED, That on this 19th day of July A. D. 1926, before me, Pearl Emlok, a Notary Public in and for said County and State, came D. B. Kauder and wife Myrtle Kauder

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 December 31 1928 Pearl Emlok. 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 4th day of October 1928

ATTEST: V. D. Robinson

In Assign. see Bk 75 page 229

This Release was written on the original Mortgage entered in the day of 02 1928 J. B. Wellman Reg. of Deeds