

MORTGAGE RECORD 70

319

SAUL DOWORTH STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

D. B. Kauder et ux
TO

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

Rec. No. 1888

Fee Paid \$1.75

Lillian Larsh Co.

By *Loa E. Wellman* Deputy, Register of Deeds.

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 part 1st of the first part, in consideration of the sum of

Seven Hundred--

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:

The North One-Half (N¹/₂) 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

has to this day executed and delivered one

certain promissory note

to said part 2nd 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 day of October and

each 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 \$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 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 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 mortgage.

Now if said

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

of the second part, executors, administrators or assigns, that lawfully seized in fee of said premises, and has 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 part 1st of the first part has 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 Emlak

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 Emlak. 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. Robison

This Release was written of this original Mortgage entered on the 19th day of October 1928
Loa E. Wellman
Reg. of Deeds.

Recorded