

MORTGAGE RECORD 70

LAWL BOOKS & STATIONERY CO. KANSAS CITY, MO. 64107

Reg. No. 1892
Fee Paid \$3.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of

July A. D. 1926, At 4:45 P.M.

Jas E. Wellman
Register of Deeds.Olive M. Martin et vir
TO

D. Coen Byrn

By

Deputy.

THIS INDENTURE, Made this 17th day of July, 1926, between

Olive M. Martin and W. Roy Martin, wife and husband,

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

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

WITNESSETH, That the said part y of the first part, in consideration of the sum of

Twelve Hundred Fifty and no/100 ----

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part y 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:

The North Eighteen (18) inches of the South

One-Half (1/2) of Lot Number Seven (7) and all of the North

One-Half (1/2) of Lot Number Seven (7) all on Massachusetts

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

Olive M. Martin and W. Roy Martin have this day executed and delivered one certain promissory note

to said part y of the second part, for the sum of Twelve Hundred Fifty and no/100 ---- DOLLARS,

bearing even date herewith, payable at The Lawrence National Bank

Kansas, in equal installments of Twenty-five and 88/100 ---- 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 each

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 \$4300.00 with interest thereon at the rate of 5 1/2 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 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 Olive M. Martin and W. Roy Martin

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

And the said part 1es of the first part, for themselves and their heirs, do hereby covenant to and with the said part y 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 the mortgage above noted

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 1es of the first part have hereunto set their hands the day and year first above written.

ATTEST:

Olive M. Martin

W. Roy Martin

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 20th day of July

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

Olive M. Martin & W. Roy Martin, her husband,

L.S.

to me personally known to be the same person 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 Dec. 29, 1928 Bernice E. Jones. 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 31st day of August 1929

ATTEST:

D. Coen Byrn

This Release
was written
on the original
Mortgageentered
this 11th day
of Aug
1929Jas E. Wellman
Reg. of Deeds.Jas E. Wellman
Deputy