

MORTGAGE RECORD 70

321

SAME DUES NORTH STATIONARY CO KANSAS CITY MO 64107

FROM

Willis R. Martin et ux
TO

Edith Steele Lobb.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27th day of July A. D. 1926, At 1:30 P. M.

Lea E. Wellman
Register of Deeds.
Deputy.

For No 1802
Fee Paid 2.50

THIS INDENTURE, Made this 26th day of July, 1926, between Willis R. Martin and Viola Martin, his wife, and C. Earl Martin & Garnett Martin, his wife, of Douglas County, in the State of Kansas of the first part, and Edith Steele Lobb

of Douglas 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

One Thousand & no/100 -- (\$1000.00)-----

DOLLARS, the receipt of which is hereby acknowledged, do

by 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:

Lot 7 in Block 5, Haskell Place,
an addition to the City of Lawrence,
Kansas-----

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

to said parties of the second part, for the sum of One Thousand & no/100 (\$1000.00)----- DOLLARS, bearing even date herewith, payable at The Lawrence National Bank, Lawrence, Kansas, in equal installments of Two Hundred & no/100 (\$200.00)---

each, the first installment payable on the 1st day of February 1927, the second installment on the 1st day of August 1927, and one installment on the 1st days of February and August 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 \$3000.00 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 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 party of the first part

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 themselves and their heirs, do hereby covenant to and with the said party 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 a first mortgage of \$3000.00. This second mortgage is given as a part of the purchase price of the above described property.

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:

Willis R. Martin

Viola Martin

Garnett Martin

C. Earl Martin

STATE OF KANSAS,

COUNTY OF ss. BE IT REMEMBERED, That on this 27th day of July A. D. 1926, before me, the undersigned, a Notary Public in and for said County and State, came Willis R. Martin & Viola Martin, his wife, and C. Earl Martin & Garnett Martin, his wife,

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 10th day of June 1929

ATTEST:

Edith Steele Lobb

This Release was written on the original mortgage and entered this 10th day of June 1929
Edith Steele Lobb
Reg. of Deeds.
County