

MORTGAGE RECORD 70

Reg. No.

2193

Fee Paid

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FROM

Charles Harvey

TO

J.S. Lawson

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 27 day of

Nov. A. D. 1926, at 9:05 A. M.

Isa E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 25th day of September, 1926, between

Charles Harvey and Rose Harvey his wife

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

J.S. Lawson

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 Hundred sixty one

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:

Lots one, two, three, twenty one, twenty two, and twenty three in Block one hundred thirty seven, in the city of Eudora, County and state aforesaid.

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 Charles Harvey and Rose Harvey

ha ve this day executed and delivered certain promissory note

to said part y of the second part, for the sum of One Hundred sixty one DOLLARS,

bearing even date herewith, payable at

Kansas, in equal installments of DOLLARS,

each, the first installment payable on the day of 19, the second installment on the

day of 19, and one installment on the days of and

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 \$ with interest thereon at the rate of 8 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 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 Charles Harvey and Rose Harvey

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 y 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 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 ha ve good right to sell and convey the same, that said premises are free and clear of all incumbrances,

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 1st of the first part ha ve herunto set their hand the day and year first above written.

ATTEST:

Chas. Harvey

Rosie Harvey

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 26th day of November

A. D. 1926, before me, C.F. Richards

, a Notary Public in and for said County and State, came

Charles Harvey and Rose Harvey his wife

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to me personally known to be the same person s 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 April 4th 1930 C.F. Richards 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 17th day of February 1930

ATTEST:

C.F. Richards

This Release was written on the original Mortgage entered this 17th day of Feb. 1930.

Reg. of Deeds

Copy

SECOND MORTGAGE

In Original - See 13th. 25-137-636