

SAUL BODENWORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Charles E. Latom

This instrument was filed for record on the 4 day of Oct. A. D. 1927 at 11:00 A. M.

H. Weyer muller

By

Isa E. Wellman
Register of Deeds
Deputy

THIS INDENTURE, Made this 3rd day of October, 1927, between

Charles E. Latom and Ruth Latom his wife
County, in the State of Kansas of the first part, andHarry Weyermuller
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

Eleven hundred and 00/100 ——— DOLLARS, the receipt of which is hereby acknowledged, do — by these presents, grant, bargain, sell and convey unto said party 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:

Lot No 26 and the North Six inches of Lot No 28 on
Massachusetts Street in the city of Lawrence Douglas County
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

Charles E. Latom and Ruth Latom have this day executed and delivered Their certain promissory note to said party of the second part, for the sum of Eleven hundred and 00/100 ——— DOLLARS, bearing even date herewith, payable at Lawrence Kansas in equal installments of Eighty Five 5/100 ——— DOLLARS, each, the first installment payable on the 1st day of November 1927, the second installment on the 1st day of December 1927, and one installment on the 1st days of 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 \$15000 00 with interest thereon at the rate of 6 7/8 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 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. Appraisement waived at option of mortgagee.

Now if said Charles E. Latom and Ruth Latom shall pay or cause to be paid to said party 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 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 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 above stated mortgage to Bankers Mortgage Company of Topeka Kansas for fifteen thousand Dollars (\$15000)

and that will, 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:

Charles E. Latom
Ruth Latom

STATE OF KANSAS.

County of Douglas County ss.
A. D. 1927, before me, F. B. Odds

BE IT REMEMBERED, That on this 3rd day of October

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

Charles E. Latom and Ruth Latom his wife

L.S.

to me personally known to be the same persons 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 January 23rd 1929 F. B. Odds 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 24th day of October 1928

ATTEST:

John M. Tucker

Harry Weyermuller

This Release was written on the original Mortgage entered this 25th day of Oct. 1928

Isa E. Wellman
Register of Deeds