

MORTGAGE RECORD 70

325

SAMUEL DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

Sept. A. D., 1928, At 2:15 PM.

Reg. No. 3701

Fee Paid 752

Fay H. Brown & Husband

TO

Jas. E. Wellman

Register of Deeds.

B.B. Hemphill

By Deputy.

THIS INDENTURE, Made this 29th day of August, 1928, between

Fay H. Brown and husband M.M. Brown

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

B.B. Hemphill

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

Three 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 South West Quarter of Section No. Fifteen (15) Township No. Fifteen (15)

Range Number Twenty (20) East 6th Principal Meridian

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said

Fay H. Brown and husband M.M. Brown have this day executed and delivered their certain promissory note

to said part 2nd of the second part, for the sum of Three Hundred DOLLARS,

bearing even date herewith, payable at Merchants National Bank, Lawrence, Kans

Kansas, in equal installments of Three Hundred DOLLARS,

each, the first installment payable on or before 29th day of August 1929, 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 \$ 8000.00 with

interest thereon at the rate of 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 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. Appraisement waived at option of mortgagee.

Now it said

Fay H. Brown and husband M.M. Brown

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 themselves and their heirs, do hereby covenant and with the said part 2nd

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 certain mortgage of \$8000.00

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 have hereunto set their hands the day and year first above written.

ATTEST:

Fay H. Brown

M.M. Brown

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 29th day of August

A. D. 1928, before me, John H. Tucker, a Notary Public in and for said County and State, came

Fay H. Brown and M.M. Brown her husband

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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 Sept. 9 1929 John H. Tucker 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 21st day of December 1928

ATTEST:

B. B. Hemphill