

MORTGAGE RECORD 70

SAML DOORS NORTH STATIONERY CO KANSAS CITY MO 6417

Reg. No. 3702
Fee Paid 7.84

FROM

Joseph Ewing Axline & Wife

TO

B.B. Hemphill

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

Sept. A. D. 1928, At 2:20 P.M.

Jas E. Wellman

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 30th day of August, 1928, between

Joseph Ewing Axline and Elsie A. Axline husband and wife

of 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 parties of the first part, in consideration of the sum of

Three Hundred and twenty five

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 Fifty-Six (56) On Kentucky Street Lawrence Kansas

known as property located at 818 Kentucky St. Lawrence Kansas

Subject to encumbrances of Sixty-six hundred and fifty dollars.

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 Joseph Ewing Axline and Elsie A. Axline have this day executed and delivered their certain promissory note

to said party of the second part, for the sum of Three Hundred and twenty five DOLLARS, bearing even date herewith, payable at Merchants National Bank Lawrence Kans

Kansas, in equal installments of or before Three Hundred and twenty five DOLLARS, each, the first installment payable on or before Sept. 10th 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 \$ 6650.00 with interest thereon at the rate of 7 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. Appraisement waived at option of mortgagee.

Now if said Joseph Ewing Axline and wife Elsie A. Axline

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 as above stated

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 hands the day and year first above written.

ATTEST:

Joseph Ewing Axline

Elsie A. Axline

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 30th day of August

A. D. 1928, before me,

John H. Tucker

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

Joseph Ewing Axline and Elsie A. Axline, his wife

IS

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 30th day of September 1929

ATTEST:

B.B. Hemphill

This Release was written on the original Mortgage & entered this 6th day of Sept. 1929

Jas E. Wellman
Reg. of Deeds