

## MORTGAGE RECORD 70

SAUL DOUGLASS STATIONERY CO KANSAS CITY MO 64107

Reg. No. 3789  
Fee Paid \$1.75

FROM

Frank B. Earlenbaugh et al  
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of

Oct. A. D. 1928, At 3:00 P. M.

Geo E. Williamson

Register of Deeds.

By

Deputy.

Charles F. Olmsted

THIS INDENTURE, Made this 25th day of August  
Frank B. Earlenbaugh and Florence May Earlenbaugh his wife

, 19 28, between

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

Charles F. Olmsted

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

Seven Hundred and no/100

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:

Lot number eleven (11) in Block three (3) in University Place, an addition  
to the city of Lawrence.It is understood and agreed that this property shall be transferred to members  
of the Caucasian race only.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

ha ve this day executed and delivered one certain promissory note

to said part y of the second part, for the sum of Seven Hundred and no/100

DOLLARS,

bearing even date herewith, payable at

Kansas, in equal installments of Twenty and no/100

DOLLARS,

each, the first installment payable on the 1st day of October 1928, the second installment on the 1st

day of November 1928, and one installment on the 1st day of each month

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 \$ 3,000.00 with  
interest thereon at the rate of six 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 y 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 mortgagees.

Now if said Frank B. Earlenbaugh and Florence May Earlenbaugh his wife

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 parties 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,  
except said first mortgage of \$3,000.00and 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 ha ve hereunto set their hand the day and year first above written.

ATTEST:

Frank B. Earlenbaugh

Mrs. Florence May Earlenbaugh

STATE OF KANSAS,

County of Douglas County ss.

BE IT REMEMBERED, That on this 6th day of October

A. D. 1928, before me, Ethel F. Hull

Frank B. Earlenbaugh and Florence May Earlenbaugh his wife a Notary Public in and for said County and State, came

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.

IS

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 August 8

1929

Ethel F. Hull

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 day of

19

ATTEST: