

MORTGAGE RECORD 70

331

473
\$2.25

BANK BUILDING STATIONERY CO. KANSAS CITY, MO. 64101

FROM

E. H. Siler a single man
TO

Henry H. Asher

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 13 day of
Nov. A. D. 1929. At 2:00 P. M.*E. C. Cunningham*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 18th day of November, 1929, between

E. H. Siler, a single man

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

Henry H. Asher

of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said part y of the first part, in consideration of the sum of

Nine Hundred (\$900.00) and no/100

DOLLARS, the receipt of which is hereby acknowledged, do es

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:

All of Lot Number Eighty two (82); The East Twenty (20) feet of Lot Number Eighty four (84) The North Ten (10) feet of Lot Number One Hundred and Fifty one (151); the North Twenty five (25) feet of Lot Number One Hundred and Fifty two (152); all of the above being in Block Number Fifty four (54) in that party of the City of Lawrence, known as West Lawrence, in 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

E. H. Siler ha s this day executed and delivered his certain promissory note

to said part y of the second part, for the sum of Nine Hundred (\$900.00) DOLLARS, bearing even date herewith, payable at The Merchants National Bank, Lawrence, Kansas

Kansas, in equal installments of One Hundred Dollars or any multiple thereof DOLLARS, each, the first installment payable on any interest paying date but in no case later than the due

date of said note. 48 months and one installment on the day of the 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 \$ 1,000.00 with interest thereon at the rate of six 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 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. Appraisal waived at option of mortgage.

Now if said

E. H. Siler

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 y of the first part, for himself and his heirs, do es hereby covenant to and with the said part y of the second part, executors, administrators or assigns, that he is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all incumbrances,

save and except said first mortgage above mentioned

and that he will, and his 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 y of the first part ha s hereunto set his hand the day and year first above written.

ATTEST:

E. H. Siler

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 18 day of November

A. D. 1929, before me, Corydon E. Linley, a Notary Public in and for said County and State, came E. H. Siler a single man

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Legal Seal

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 March 21, 1933 Corydon E. Linley 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 31st day of March 1937

ATTEST:

*E. E. Stewart**Henry H. Asher*

This Release was written on the original Mortgage entered this 31st day of March 1937

Walter R. Rusk
Reg. of Deeds.
Karl W. Kuhn
Deputy