

MORTGAGE RECORD 70

333

Reg. No. 614

Fee 1.50

SAUL DOUGLASS STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Mrs. Olive P. Brush
TOThis instrument was filed for record on the 25 day of
Feb. A. D., 19 30, At 11:55 A. M.

E. C. Connelley

Register of Deeds.

Edwin M. Hopkins

By Deputy.

THIS INDENTURE, Made this First day of October, 19 29, between

Mrs. Olive P. Brush

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

Edwin M. Hopkins

of Lawrence, 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

Six Hundred

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:

Lot 198 Ohio Street, 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

Mrs. Olive P. Brush ha s this day executed and delivered One certain promissory note

to said part y of the second part, for the sum of Six Hundred DOLLARS,

bearing even date herewith, payable at Lawrence National Bank, Lawrence, Douglas Co.,

Kansas, in equal installments

each the first installment payable on the First day of October 19 30 the second installment on the

days of the month of October 19 30 the third installment on the days of the month of October 19 30 the fourth installment on the days of the month of October 19 30 the fifth installment on the days of the month of October 19 30 the sixth installment on the days of the month of October 19 30 the seventh installment on the days of the month of October 19 30 the eighth installment on the days of the month of October 19 30 the ninth installment on the days of the month of October 19 30 the tenth installment on the days of the month of October 19 30 the eleventh installment on the days of the month of October 19 30 the twelfth installment on the days of the month of October 19 30 the thirteenth installment on the days of the month of October 19 30 the fourteenth installment on the days of the month of October 19 30 the fifteenth installment on the days of the month of October 19 30 the sixteenth installment on the days of the month of October 19 30 the seventeenth installment on the days of 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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 \$ 2800.00 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. Appraisement waived at option of mortgagee.

Now if said Mrs. Olive P. Brush

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 herself and her heirs, do es hereby covenant to and with the said part y

of the second part, executors, administrators or assigns, that she is lawfully seized in fee of said premises, and ha s good right to sell

and convey the same, that said premises are free and clear of all incumbrances, save and except the first mortgage above named

and that she will, and her 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 her hand the day and year first above written.

ATTEST: Mrs. Olive P. Brush

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 24th day of February

A. D. 19 30, before me, Gene Glahn, a Notary Public in and for said County and State, came

Mrs. Olive P. Brush

Legal Seal

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 Aug 19th 19 30 Gene Glahn 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: