

MORTGAGE RECORD 70

Reg. No. 1085
Fee Paid \$1.75

335

EAM, DODGEWORTH STATIONERY CO KANSAS CITY MO 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Nellie M. Gustafson & hus
TOThis instrument was filed for record on the 1 day of
Dec. A. D. 19 30 At 3:40 P. M.

Claude B. Beeks

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this First day of December, 19 30, between

Nellie M. Gustafson and Broer G. Gustafson, her husband

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

Claude E. Beeks

of Jackson County, in the State of Missouri of the second part:

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

Seven Hundred and Fifty (\$750.00) and no/100

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said party 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 Twenty Four (24) in Block Number Six (6) in Lane's First Addition to the City of Lawrence, 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

Parties of the First Part

have

this day executed and delivered their certain promissory note

to said party of the second part, for the sum of Seven Hundred and Fifty DOLLARS,

bearing even date herewith, payable at

in equal installments of Two Hundred and Fifty

DOLLARS,

each, the first installment payable on the 1st day of June 19 31, the second installment on the 1st

day of December 19 31, and one installment on the 1st days of December 1932

hereafter, 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 \$ 5000.00 with interest thereon at the rate of 6 per cent. payable monthly, 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 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. Appraisal waived at option of mortgagee.

Now if said Nellie M. Gustafson and Broer G. Gustafson

shall pay or cause to be paid to said party 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 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 said first mortgage above mentioned

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 hand the day and year first above written.

ATTEST:

Nellie M. Gustafson

Broer G. Gustafson

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 1st day of December

A. D. 19 30, before me,

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

Nellie M. Gustafson and Groer G. Gustafson her husband

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 Jan. 20, 19 34

E. L. Falkenstien

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:

ATTEST:
E. L. Falkenstien
Notary Public

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 1st day of December, 1930, and that the same is duly recorded in Journal Book 18, page 104. Witness my hand this 18 day of Dec 1930.

JOHN CALLAHAN
Clerk District Court