

MORTGAGE RECORD 70

SAML DODGE WORTH STATIONERY CO KANSAS CITY MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of

Oct. A. D., 19 31, At 4:05 A. M.

Sam E. Conning

Register of Deeds.

By

Deputy.

E. P. Houser and wife
TO

J. H. Johnson

THIS INDENTURE, Made this 2nd day of May, 19 31, between
E. P. Houser and Anna Houser, his wife

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

J. H. Johnson

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

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of

Eighty-Nine & 07/100 (\$89.07)

DOLLARS, the receipt of which is hereby acknowledged, do

by these presents, grant, bargain, sell and convey unto said part 2nd 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:

Lots 25 and 26 in Maple Lawn, an 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

has ve this day executed and delivered one certain promissory note

to said part 2nd of the second part, for the sum of Eighty-nine & 07/100

DOLLARS,

bearing even date herewith, payable at

Lawrence, Kansas

Kansas, in equal installments of

DOLLARS,

each, the first installment payable on the day of 19 31, the second installment on the day of 19 31, and one installment on the day of 19 31, 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 \$ 2200.00 with interest thereon at the rate of seven 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 2nd 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

parties of the first part

shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part 1st of the first part, for themselves and their heirs, do hereby covenant to and with the said part 2nd of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and has ve good right to sell and convey the same, that said premises are free and clear of all incumbrances.

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 part 1st of the first part has ve hereunto set their hand the day and year first above written.

ATTEST:

E. P. Houser

Anna Houser

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 22nd day of October

A. D. 19 31, before me, the undersigned

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

E. P. Houser & Anna Houser, his wife

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 Dec. 29,

19 32

Bernice E. Jones

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:

In Room No. B-26 79-Page 293-