

MORTGAGE RECORD 70

341

Reg. No. 1722
Fee Paid \$2.50

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Fred C. Wilkerson and wife
TOThis instrument was filed for record on the 19th day of
Feb. A. D. 1932, At 11:20 A. M.*Elvi E. Condit*

Register of Deeds.

Clark Wilber

By

Deputy.

THIS INDENTURE, Made this 19th day of February, 1932, between

Fred C. Wilkerson and Pearl M. Wilkerson his wife

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

Clark Wilber

of Douglas 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

One Thousand ----- 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:

Beginning at a point One Hundred Ten (11) rods and Ten and one half feet (10½) South of the North line and Thirty Nine (39) rods and Thirteen and one half (13½) feet East of the West line of the North-east quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), thence North Fifty (50) feet; thence East One Hundred Fifty (150) feet, thence South Fifty (50) feet, thence West One Hundred Fifty (150) feet to place of beginning, subject to right of way, if any exists, of The St. Louis, Lawrence and Denver Railroad Company, long since abandoned.

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 Fred C. Wilkerson and Pearl M.

Wilkerson have this day executed and delivered one certain promissory note

to said part 2nd of the second part, for the sum of One Thousand DOLLARS,

bearing even date herewith, payable at Lawrence Kansas

KANSAS, in equal installments of ----- \$1000.00 ----- DOLLARS,

with the first installment payable on the 29th day of February 1933, the amount of installment on the

day of 19, and each installment on the day of 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 \$ 1000.00 with interest thereon at the rate of 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 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 Fred C. Wilkerson and Pearl M. Wilkerson

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 them 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 have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except above mentioned First Mortgage

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 hands the day and year first above written.

ATTEST:

Fred C. Wilkerson

Pearl M. Wilkerson

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 19 day of February A. D. 1932, before me, Agnes J. Conger, a Notary Public in and for said County and State, came

Fred C. Wilkerson and Pearl M. Wilkerson

Legal
Seal

to me personally known to be the same person as 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 12-4-35 19 Agnes J. Conger 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: