

MORTGAGE RECORD 70

SAWL DOODSWORTH STATIONERY CO KANSAS CITY MO 64107

Reg. No. 1863
See Index

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6 day of

June A. D. 1932, A.M. 5:55 P. M.

Ernest L. Holmes and wife

TO

E. C. Cunningham
Register of Deeds.

Ildie Fuller Skofsted

By

Deputy.

THIS INDENTURE, Made this 25th day of May, 1932, between

Ernest L. Holmes and June C. Holmes, husband and wife,

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

Ildie Fuller Skofsted,

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

Twelve Hundred Thirty Five (\$1235.00) 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, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas, to-wit:

Beginning One Hundred Fifty (150) feet South of the intersection of the South line of Winthrop Street (now Seventh Street) with the West line of Illinois Street in the City of Lawrence; thence West One Hundred Seventeen (117) feet; thence South Fifty (50) feet; thence East One Hundred Seventeen (117) feet; thence North Fifty (50) feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, here-tenements and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Ernest L. Holmes and June C. Holmes

have this day executed and delivered one certain promissory note

to said part 2nd of the second part, for the sum of Twelve Hundred Thirty Five (\$1235.00) DOLLARS,

bearing even date herewith, payable at The First National Bank of Lawrence,

Kansas, in equal installments of Thirty Two and Fifty Hundredths (\$32.50) DOLLARS,

each, the first installment payable on the 1st day of July 1932, the second installment on the 1st

day of August 1932, and one installment on the First days of each and every month 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 \$1500.00 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 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 Ernest L. Holmes and June C. Holmes

shall pay or cause to be paid to said part 2nd of the second part, her 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 have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except first mortgage of even date herewith to Ildie Fuller Skofsted, as guardian of the estate of Franklin Arthur Skofsted, a minor, to secure the payment of Fifteen Hundred (\$1500.00) Dollars.

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 have hereunto set their hand the day and year first above written,

ATTEST:

Ernest L. Holmes

June C. Holmes

STATE OF KANSAS,

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 25th day of May

A. D. 1932, before me, the undersigned, a Notary Public in and for said County and State, came

Ernest L. Holmes & June C. Holmes, 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 1932 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: