

MORTGAGE RECORD 70

Reg. No. 1979
Fee Paid \$4.75

343

Receiving No. 8305 <

BANK, DOORSWORTH STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10 day of

August A. D. 1939 At 2:25 P.M.

Harold A. Beck
Register of Deeds.

L. M. Dowers and Lorena H. Dowers

TO

Jessie Jones

By

Deputy.

THIS INDENTURE, Made this 29th day of July, 1939, between

L. M. Dowers and Lorena H. Dowers

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

Jessie Jones

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

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

One dollar and other valuable considerations - - - - - DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party 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:

The East 55 feet of the West 131.2 feet of Lot 1, also
the East 55 feet of the West 131.2 feet, less the South
40 feet thereof, of Lot 2, all in Block 4, South Lawrence.

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 L. M. Dowers and

Lorena H. Dowers have this day executed and delivered a certain promissory note

to said party of the second part, for the sum of Three Hundred Four and 67/100 - - - - - DOLLARS,

bearing even date herewith, payable at McGraw-Hill Investment Company, Lawrence,

Kansas, in equal installments of Fifty DOLLARS,

each, the first installment payable on the 1st day of August 1940, the second installment on the 1st

day of August 1941, and one installment on the 1st days of August, 1942 and

Fifty Dollars 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 \$ 2085.33 with

interest thereon at the rate of 5 per cent, payable monthly, and 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

the unpaid installments shall become immediately due and payable, and the option of the party of the second part or the legal holder of said note and

of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said L. M. Dowers, Lorena H. Dowers

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

And the said party 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 mortgage shown above in the

amount of Two Thousand Ninety Five and 33/100 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 party of the first part have hereunto set their hand the day and year first above written.

ATTEST: L. M. Dowers

Arthur S. Beck Lorena H. Dowers

STATE OF KANSAS,

County of Douglas ss. BE IT REMEMBERED, That on this 29th day of July

A. D. 1939, before me, Arthur S. Beck, a Notary Public in and for said County and State, came

L. M. Dowers and Lorena H. Dowers

to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the

execution of the same.

(SEAL)

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 10/3 1940 Arthur S. Beck 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 1st day of October 1943

ATTEST:

Jessie Jones

This Release
was written
on the original
Mortgage &
entered
this 29th day
of October
1943
Harold A. Beck
Reg. of Deeds.