

MORTGAGE RECORD 70

Rec. No. 5347

Reg. No. 1990

Fee Paid \$1.60

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of

August A. D. 1939, At 1:15 P. M.

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 5th day of August, 1939, between

Mabel Louise Doolittle

of _____ County, in the State of _____ of the first part, and

Bert M. Briggs

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

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

Six Hundred and no/100 - - -DOLLARS, the receipt of which is hereby acknowledged, do give

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

Lot No. Two (2) in Block No. Seven (7) in University Place in the City of 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

Mabel Louise Doolittle has on this day executed and delivered to certain promissory note

to said part y of the second part, for the sum of Six Hundred and no/100 - - -DOLLARS,

bearing even date herewith, payable at the Lawrence National Bank, Lawrence

Kansas, in equal installments of _____ DOLLARS,

each, the first installment payable on the _____ day of _____ 19 _____, the second installment on the _____

day of _____ 19 _____, and one installment on the 20th days of Feb., 1940 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 \$ 2500.00 with interest thereon at the rate of _____ per cent. payable monthly, and 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 y 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 Mabel Louise Doolittle

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

And the said part y of the first part, for her and her heirs, do hereby covenant to and with the said part y of the second part, executors, administrators or assigns, that she is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, except one certain mortgage to the Douglas County Building and Loan Association, recorded in Book 78, page 207, Douglas County, Kansas

and that she will, and her 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 y of the first part has hereunto set her hand the day and year first above written.

ATTEST:

Mabel Louise Doolittle

STATE OF KANSAS, Missouri

County of Bates County

ss.

BE IT REMEMBERED, That on this _____ day of August

A. D. 1939, before me, W. H. Nisely

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

Mabel Louise Doolittle

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

(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 April 16

1941

W. H. Nisely

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 24 day of Feb 1940

ATTEST:

Bert M. Briggs

This Mortgage was written on the original Mortgage entered this 24 day of February 1940.

Harold A. Beck
Reg. of Deeds.