

No. 2436
Paid \$75

MORTGAGE RECORD 70

Reg. No. 2953
Fee Paid \$1.50

347

Receiving No. 13668

SAMUEL BODENWORTH STATIONERY CO. KANSAS CITY, MO. 64101

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

TO

This instrument was filed for record on the 15 day of April A. D. 1942 At 10:20 A. M.

Norris A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 13th day of April, 1942, between Helen J. Hosford, & C. E. Hosford, her husband

of Douglas County, in the State of Kansas of the first part, and W. C. Simons

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 Eighteen Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do hereby presents, grant, bargain, sell and convey unto said part y 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:

The South 466 feet of the following described tract. "The South 4¹/₂ Acres of the East 9 Acres of the West 19 acres of the South one-half of the Southeast Quarter of Section 6, Township 13, South of Range 20 East, in Douglas County, Less the following described tract- Beginning at a point on the South boundary of the Southeast Quarter of Section 6, Township 13, Range 20, 5 chains East of the Southwest corner of said Quarter Sections, thence East 100 feet, thence North two hundred thirty feet, thence West 100 feet, thence South two hundred thirty feet, to place of beginning."

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part

have this day executed and delivered a certain promissory note

to said part y of the second part, for the sum of Eighteen Hundred and no/100 (\$1800.00) DOLLARS, bearing even date herewith, payable at Order of Second Party

Kansas, in equal installments of Fifty and no/100 DOLLARS,

each, the first installment payable on the 1st day of June 1942, the second installment on the 1st day of July 1942, and one installment on the 1st days of each month

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 \$ 4510.94 with interest thereon at the rate of 5% 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 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 Parties of the first part

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 themselves and their heirs, do hereby covenant to and with the said part y 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 the unpaid balance of the above referred to mortgage to the Home Owners' Loan Corporation, Dated Feb. 6, 1936 and recorded in Mortgage Book 81, Page 73. The unpaid balance as of this date \$3554.71

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 hand the day and year first above written.

ATTEST:

Helen J. Hosford

C. E. Hosford

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 14 day of April

A. D. 1942, before me,

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

Helen J. Hosford and C. E. Hosford, her husband

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 MAY 10, 1943

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Karl M. Kreider

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 15 day of August 1944

ATTEST:

Glenn R. Moody

W. C. Simons

This release was written on the original mortgage entered this 16 day of August 1944
Norris A. Beck
Reg. of Deeds