

Reg. No. 891  
 Fee Paid, \$ 5.50

## MORTGAGE RECORD-73

FROM

Olin K. Fearing and wife

TO

J. M. Neville

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 9 day of

July A. D. 1930, at 2:30 o'clock P. M.

*Sam E. Combs*  
 Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 30th day of June \_\_\_\_\_, in the year of our Lord one thousand nine hundred thirty \_\_\_\_\_, between

Olin K. Fearing and Florence E. Fearing, his wife

of Lawrence \_\_\_\_\_ in the County of Douglas \_\_\_\_\_ and state of Kansas, of the first part, and J. M. Neville \_\_\_\_\_

of the second part,

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

Twenty-two hundred and no/100

DOLLARS,

to them \_\_\_\_\_ duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part \_\_\_\_\_ of the second part, his \_\_\_\_\_ heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot No. Five (5) on Pickney Street, now Sixth Street, Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said

Olin K. Fearing and Florence E. Fearing, his wife

do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Twenty-two hundred and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by said

Olin K. Fearing and Florence E. Fearing, his wife \_\_\_\_\_ to the said part \_\_\_\_\_ of the second part.

Said note being given for the sum of Twenty-two hundred and no/100 DOLLARS,

dated June 30, 1930, due and payable in five \_\_\_\_\_ year from date thereof, with interest thereon from the date

thereof until paid, according to the terms of said note, and 10 coupons of 77.00 Dollars each thereto attached. And this conveyance

shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Two thousand DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part \_\_\_\_\_ of the second part, and all sums paid by the part \_\_\_\_\_ of the second part for insurance, shall be due and payable or not, at the option of the part \_\_\_\_\_ of the second part; and it shall be lawful for the part \_\_\_\_\_ of the second part, his \_\_\_\_\_ executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part \_\_\_\_\_ of the second part, his \_\_\_\_\_ executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part \_\_\_\_\_ making such sale, on demand, to the said \_\_\_\_\_ heirs and assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

Signed, sealed and delivered in presence of

Olin K. Fearing (SEAL)

Florence E. Fearing (SEAL)

State of Kansas, Missouri \_\_\_\_\_ Jackson \_\_\_\_\_ County, ss.

BE IT REMEMBERED, That on this 7th day of July \_\_\_\_\_, A. D. 1930 before me \_\_\_\_\_ C. W. Steele

a Notary Public in and for said County and State, came Olin K. Fearing and Florence E. Fearing

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.

(Seal)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

C. W. Steele

Notary Public.

(My commission expires June 14, 1934.)

4 JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein recorded do now exist in the District Court, on the 5th day of July, 1930, and that the same is duly recorded in Volume 330, Page 230.

ATTEST:

*Harold H. Steele*  
 Register of Deeds