

Reg. No. 2043  
 Fee Paid, \$ 2.25

## MORTGAGE RECORD-73

FROM

J. E. Wilson and wife

TO

Cornelia J. Hazard

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 4 day of  
 Jan. A. D. 1933, at 10:00 o'clock A. M.

*Chas. E. Cunningham*  
 Register of Deeds.

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

THIS INDENTURE, Made this First day of October in the year of our Lord one thousand nine hundred thirty two, between J. E. Wilson and Eva I. Wilson, his wife

of Lawrence in the County of Douglas and state of Kansas, of the first part, and  
 Cornelia J. Hazard

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
 \$\$\$ Nine Hundred & 00/100 \$\$\$ 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, her 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 Numbered Sixty Seven (67) on New Jersey Street in the City of Lawrence

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 \$\$\$ Nine Hundred & 00/100 \$\$\$ DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part

Said note being given for the sum of \$\$\$ Nine Hundred & 00/100 \$\$\$ DOLLARS, dated October 1st, 1932, due and payable in three years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note, and coupons of 27.00 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 Not less than Fifteen Hundred & 00/100 \$\$\$ 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, her 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, her 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 first parties or their 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

J. E. Wilson (SEAL)

Eva I. Wilson (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 3rd day of January, A.D. 1933, before me the undersigned a Notary Public in and for said County and State, came \$\$\$ J. E. Wilson, and Eva I. Wilson, his wife \$\$\$

Legal

Seal (Seal)

to me personally known to be the same person as 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.

F. E. Dodge  
 Notary Public.

(My commission expires January 23rd, 1933.)

This mortgage is based on the original instrument.

This mortgage having been paid in full, this mortgage is hereby released and the lien thereon is discharged.

As witness my hand this 26th day of June A. D. 1934

*Cornelia J. Hazard*

Recorded Apr 25-1934

Chas. E. Cunningham

Register of Deeds