

# MORTGAGE RECORD 75

95

Reg. No. 2936  
Fee Paid 5.00

SAVING AND LOAN ASSOCIATION OF KANSAS CITY, MO.

From Lalia V. Walling  
To John J. Falkenberg

MORTGAGE

State of Kansas, Douglas Co. ss  
Filed for record Sept. 28, 1927.  
At 4:00 P.M.

John J. Falkenberg  
Register of Deeds

This Mortgage, Made this Tenth day of September in the year of Our Lord One Thousand Nine Hundred Twenty seven by and between Lalia V. Walling a single and unmarried woman of the County of Douglas and state of Kansas party of the first part and John J. Falkenberg party of the second part,

Witnesseth, That said party of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars to her in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas to-wit:

Lot No. 234 on Louisiana Street in the city of Lawrence, Kansas. This conveyance is made subject to a first mortgage for \$12,000.00 dated December 2, 1926 payable in monthly installments on the ten year plan. The monthly installments being \$152.40. Said First Mortgage held by the Douglas County Savings & Loan Association.

To Have and to hold the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas Lalia V. Walling, a single and unmarried woman the said party of the first part has this day made, executed and delivered to the said party of the second part her Promissory Note of even date herewith, by which she promise to pay to the said John J. Falkenberg or order, for value received, Two Thousand and no/100 Dollars due---19--- with interest from---to maturity at the rate of---cent per annum, payable semi-annually ascertained by---  
\$2,000.00

COPY

September 10, 1927

For Value Received, I promise to pay to John J. Falkenberg or order, the sum of Two Thousand and no/100 Dollars with interest from this date at the rate of Eight (8) per cent per annum at office of Douglas County Building & Loan Assoc. Lawrence, Kansas in monthly installments, payable as follows, to-wit: One Hundred Dollars on the 1st day of October 1927 and \$100.00 dollars on the 1st day of each succeeding month thereafter, until the whole sum named is fully paid. Each installment shall be first applied in payment of the interest and then on the unpaid balance of the principal sum. Privilege is given to pay two or more installments at any time.

This note is secured by-----.

(sgd) Lalia V. Walling

Now if the said Lalia V. Walling a single and unmarried woman, shall well and truly pay or cause to be paid, the sum of money in said note mentioned, with the interest thereon according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage immediately become due and payable, or if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage or in case of default in any of the payments herein provided, for the party of the second part his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note, and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part her heirs and assigns, and all persons claiming under her, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the state of Kansas, are hereby waived by said party of the first part. And the said party of the first part shall and will at her own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged keep the building erected and to be erected on said lands, insured in some responsible insurance company, duly authorized to do business in the State of Kansas to the amount of Fifteen Thousand Dollars, for the benefit of the said party of the second part or his assigns and in default hereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part hereby covenant and agree that at the delivery hereof said Lalia V. Walling the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claim of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Lalia V. Walling.

Executed and delivered in presence of  
-----;

State of Kansas    I  
County of Douglas   ss

Be it remembered, That on this 28th day of September A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid, came Lalia V. Walling an unmarried woman, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

LS

Term expires January 13, 1928

John C. Emick  
Notary Public

*Handwritten notes:*  
Remitted Feb. 20 - 1930  
\$2,000.00  
The following is a statement of the original mortgage instrument:  
8-19-1927  
The mortgage was made by Lalia V. Walling to John J. Falkenberg for the sum of \$2,000.00 with interest at 8% per annum.  
The mortgage was recorded on Sept. 28, 1927.  
The mortgage was paid in full on Jan. 13, 1928.