

MORTGAGE RECORD 75

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The makers, sureties, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of non payment, protest, and notice of protest, and diligence in bringing suit against party thereto and consent that time of payment may be extended without notice thereof, and each of us personally hereby charge our own separate estate with the payment of the same. Privilege is granted to make payment of \$100.00 or multiples thereof at any interest paying date, int. on such ante. ceasing

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Now, if the said Henry Downey and Anna Downey his wife 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 notes then these presents shall be null and void. But if said sums 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 sums and interest shall, at the option of said party of the second part, 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 notes, and the whole of said sums, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against the mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; 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 her heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sums due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums and costs 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 the said parties of the first part her heirs and assigns, and all persons claiming under her. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage, until said notes and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings 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 One Thousand and no/100 Dollars for the benefit of said part -- of the second part; and in default thereof said party of the second part may effect said insurance in her own name and the premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part 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 in the quiet and peaceable possession of said party of the second part her heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of
Wilbur Sipe

Henry Downey (SEAL)
Anna Downey (SEAL)

State of Kansas
County of Douglas [SS

Be it remembered, that on this 27th day of August A.D. 1927 before me the undersigned a Notary Public in and for said county and State, came Henry Downey and Anna Downey his wife who are personally known to me to be the identical persons described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

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

L S
My commission expires Nov. 30th, 1930.

C.C. Gerstenberger

From
O.A. Hill
To
Albert L. Stanton et al.

PARTIAL RELEASE.

State of Kansas, Douglas co. ss
Filed Sept. 3, 1927, At 10:30 AM
Isa E. Wellman
Register of Deeds

State of Kansas
Douglas County [SS

Know All men by these Presents. That I, C.A. Hill of the county and State afore-said, do hereby certify that a certain indenture of Mortgage dated March 22nd, 1926 made and executed by Albert L. Stanton and Harriet M. Stanton his wife of the first part to Watkins National Bank of the second part and recorded in the office of the Register of Deeds of Douglas County, in the state of Kansas, in volume 69 page 232 on the 23rd day of March A.D. 1926 is as to Beginning at a point in the West boundary line of the southeast quarter (1) of section Six (6) Township Thirteen (13) Range twenty (20) east of sixth P.M. eighty (80) rods south of the Northwest corner of said quarter section; thence north one hundred forty two and eight tenths (142 8/10) feet for a point of beginning; thence east three hundred thirty (330) feet; thence south sixty (60) feet to the point of beginning, less the west thirty (30) feet for street purposes, in Douglas County, Kansas, fully paid, Satisfied, Released, Discharged.

This release is given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgage but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 1st day of September, A.D. 1927.

C.A. Hill

Recorded Aug 2 1927
C.A. Hill
This mortgage is recorded on the original instrument -
that the mortgagee is not to be bound by any instrument in which the mortgagor has not signed and acknowledged and which is not a duplicate of the same
Isa E. Wellman
Register of Deeds
Sept 3 - 1927