

## MORTGAGE RECORD 75

of the National Life Insurance Company, to me personally known to be such officers as aforesaid, and who are personally known to be the identical persons who executed the within instrument, and who duly acknowledged that said instrument was signed and sealed with the Corporate seal of said National Life Insurance Company, in behalf of said Company, by authority of its Board of Directors, and that the said execution was their voluntary act and deed, and the voluntary act and deed of said National Life Insurance Company, for the purpose herein expressed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and date above written.

LS

My commission expires on the tenth day of February, A.D., 1929

C. L. Duke

Notary Public

Washington County, Vermont

From Louisa C. Don Carlos & Husband

Mortgage

To

John L. Hoover

State of Kansas, Douglas County, SS  
Filed for record April 5, 1928  
at 4:50 o'clock P.M.

*John E. Wellman*  
Register of Deeds.

3372

This Indenture, Made this 5<sup>th</sup> day of April, A.D., 1928 between Louisa C. Don Carlos and H. E. Don Carlos, her husband, of the County of Douglas and State of Kansas, parties of the first part, and John L. Hoover, of Douglas County, State of Kansas, party of the second part,  
Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred (\$2,500.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell and convey unto the said party of the second part, his executors, administrators and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

All of the South Sixty-seven and one-half (67½) feet of Lot "A" in Fort Thatcher Place, an Addition to the City of Lawrence, as the same appears from the plat thereof on file in the office of the Register of Deeds of Douglas County, Kansas.

To Have and To Hold the same, with the appurtenances, thereunto belonging or in any wise appertaining, forever, and the said parties of the first part, covenant that at the delivery hereof they are lawfully seized of their own right in and to said real estate, and that they have good right to sell and convey the same as aforesaid; that said real estate is free and clear of all incumbrances and that they will warrant and defend the same against the lawful claims of all persons whomsoever,

Provided, However, That if the said parties of the first part shall pay or cause to be paid to the said party of the second part, his executors, administrators or assigns, the principal sum of Twenty Five Hundred (\$2,500.00) Dollars, according to the terms of one certain promissory note for said sum, dated March 24, 1928, due and payable according to its terms, with interest as therein specified, at the Watkins National Bank in Lawrence, Kansas, or such other place as the legal holder of the said note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part, and shall perform all and singular the covenants herein contained, then then this mortgage shall be void, and be released at the expense of the parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay or cause to be paid, the principal sums and interest as specified in said note and in the manner therein provided, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the party of the second part his heirs, executors or assigns in maintaining the priority of this mortgage; that the said party of the second part, or his heirs, executors, administrators or assigns may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien on the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part further covenant and agree to pay all taxes, general or special which may be assessed against said land, premises or the improvements thereon; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$2,500.00, in insurance companies acceptable to the party of the second part, his heirs, executors, administrators or assigns, and to assign and deliver to him or them all policies of insurance on said buildings, and the renewals thereof, with proper mortgage clauses, thereto, and in case of the failure to do so, the said party of the second part, his heirs, executors, administrators or assigns, may pay such taxes and assessments, make such repairs or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment, either of principal or interest, or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default, the said party of the second part, his heirs, executors, administrators or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, his heirs, executors, administrators or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all moneys mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

Louisa C. Don-Carlos  
H. E. Don Carlos

State of Kansas }  
County of Douglas } SS

On this 5 day of April A.D., 1928 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Louisa C. Don Carlos and H. E. Don Carlos, wife and husband to me known to be the same persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

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

LS

My commission expires May 21-1931

E. F. Huddleston  
Notary Public

Recorded Oct. 8<sup>th</sup> 1928  
*John E. Wellman*  
Register of Deeds

The following is endorsed on the original instrument.  
This debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.  
*John L. Hoover*  
October 24, 1928