

MORTGAGE RECORD 75

 Reg. No. 3805
 and this 50

 From
 J.E. Newman & Wife

Mortgage

 State of Kansas, Douglas County, SS
 Filed for record Nov. 1, 1928
 at 3:20 P.M.

 To
 N.P. Dodge Corp

Geo. E. Wellman
 Register of Deeds

This Indenture, made and executed this 2nd day of October A.D. 1928 by and between J.E. Newman and Iona Newman, husband and wife, party of the first part, and N.P. Dodge Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, County of New Castle, and having its principal place of business at Omaha in the State of Nebraska county of Douglas, party of the second part

Witnesseth, that the said party of the first part, for and in consideration of Two Hundred Sixteen & 50/100 (\$216.50) Dollars, paid by 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 said party of the second part, the following described real property situate in the County and State of Kansas, to-wit:

Being Lot Forty-six (46) in Fairfax Addition to Lawrence, as surveyed, platted and recorded together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, power right of homestead, claims and demands whatsoever of the said party of the first part, of, in or to said premises or any part, thereof; and said party of the first part does hereby covenant that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance except a first mortgage and that said party of the first part will warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever

Provided always and these presents are upon these conditions:

Whereas, said party of the first part has executed and delivered to the said party of the second part one promissory note payable on terms as outlined in contract covering Lot Forty Six with interest at the rate of six (6%) per cent payable June 1st and December 1st of each year.

\$216.50

Omaha, Neb.

October 2nd, 1928

On demand we promise to pay to the order of N.P. Dodge Corporation, Two Hundred Sixteen and 50/100 Dollars, payable at N.P. Dodge Corporation, value received with interest at 6% per cent per annum Payable June 1st and December 1st of each year.

No. ----- Due-----

 J.E. Newman
 Iona Newman

and whereas the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies approved by said party of the second part, for the sum not less than ----- Dollars and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part, or assigns and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear interest at the rate of ten per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may be added to the amount of the mortgage debt, and the same recovered as a part thereof.

Now if the said party of the first part shall ~~not~~ truly pay or cause to be paid ~~the~~ the said sum of money in said note mentioned, with interest thereon according to the tenor and effect of said note and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any part thereof or any interest thereon is not paid when the same is due or if said buildings shall not be kept insured as aforesaid, or if the taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same, and the commencement of such action shall be the only notice of the exercise of said option required.

And it is further provided and agreed, that the said mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with any other taxes or assessments which may be levied under the Laws of Nebraska, against the said Mortgagee or the legal holder of the said principal note on account of this indebtedness.

In testimony whereof, we have hereunto set our hands the date above written. In presence

In presence of

 J.E. Newman
 Iona Newman

 State of Kansas I
 County of Douglas SS

On this 17th day of October A.D. 1928 before me, a Notary Public in and for the said county personally came the above named J.E. Newman and Iona Newman who are personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and they acknowledged said instrument to be their voluntary act and deed.

Witness my hand and Notarial Seal the date last aforesaid.

 IS
 My commission expires on the 13th day
 of January A.D. 1932

 John C. Enick
 Notary Public

See Release on Book 88 page 396.