

MORTGAGE RECORD 75

premises in some company or companies approved by said second party, for the benefit of said second party or assigns, in the sum not less than \$7500.00 Dollars each, and shall deliver all policies of Insurance written on buildings to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefore with interest at ten per cent, per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$5000.00 Five Thousand Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of said note and said note bearing ten per cent, interest after due. \$50.00 and interest on the principal due and payable November 1, 1928, and \$50.00 and interest on the principal due and payable on the 1st day of each month thereafter, both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company in Ottawa, Kansas.

And this conveyance shall be void of such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues, and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, all insurance premiums and taxes paid by the holder of the mortgage, also fees for all abstract work deemed necessary by the mortgagee or holder of this mortgage, together with the costs and charges of making such sale, all taxes, insurance premiums, abstract fees so paid, shall draw interest at the rate of ten per cent, per annum from the date of their payment, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the 24th day and year last above written.

Lucy K. Glidden (Seal)  
J.W. Glidden (Seal)

Witnesses:

State of Kansas |  
Douglas County | SS

Be it remembered, That on this 24th day of September, A.D. 1928 before me, a Notary Public in and for said county and state, came Lucy K. Glidden and J.W. Glidden, her husband, to me personally known to be the same persons who executed the foregoing instrument, 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.

Myrtle McConnell  
Notary Public

LS  
My commission expires Jan. 23, 1931

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3746  
T. Howard & Wife  
Mortgage  
State of Kansas, Douglas County, SS  
Filed for record Oct. 3, 1928  
at 10:40 A/M  
G. E. Wellman  
Register of Deeds

This Mortgage made this 26th day of September, in the year of Our Lord One Thousand Nine Hundred and Twenty-eight, by and between E.T. Howard, and Della F. Howard, his wife, of the county of Douglas and State of Kansas, parties of the first part, and Justin D. Bowersock of Kansas City, Missouri, Irving Hill and Paul A. Dinmooor of Lawrence, Kansas, Trustees parties of the second part.

Witnesseth: That said parties of the first part, for and in consideration of the sum of Twenty-five Hundred Eighty & no/100 Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their successors 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:

Lots Nine (9) and Eleven (11) Connecticut Street, in the city of Lawrence

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

Whereas, the said parties of the first part have this day made, executed and delivered to the said parties of the second part, their promissory note of even date herewith by which they promise to pay to the said parties of the second part, or order, for value received, Twenty-Five Hundred Eighty & no/100 Dollars, with interest from October 1st, 1928 at the rate of 6 1/2 per annum, payable semi-annually, said note being payable in monthly installments at the rate of \$20.00 per month, commencing October 1st, 1928, said note being payable at The Lawrence National Bank, Lawrence, Kansas.

Now, if the said E.T. Howard, and Della F. Howard, 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 note, then these presents shall be null and void. But if said sum of money 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 parties 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 or 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 parties of the second part, their 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 for closing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. 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 note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the

THIS FOLLOWING IS RECORDED ON THE ORIGINAL INSTRUMENT

3746  
This Release was written on the original Mortgage. It was prepared this 10 day of May 1929.  
Received of said parties of the first part the sum of Twenty-five Hundred Eighty & no/100 Dollars, in full of the sum of money mentioned in the foregoing Mortgage, and the interest thereon, and 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 or 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 parties of the second part, their 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 for closing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. 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 note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the