

## MORTGAGE RECORD 75

## MORTGAGE.

This Indenture, Made this 23rd day of January 1929 between Darrel Koontz and Agusta Koontz his wife of Douglas County in the State of Kansas of the first part, and Z.A. Rogers and Lois W. Rogers his wife of Douglas County, in the State of Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred Dollars the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

All of Lot six (6) Block Four (4) University Place Addition to the city of Lawrence Kansas Subject to a first mtg. of \$2450 with certain payments made.

To Have and To Hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

Provided Always, And these presents are upon this express condition that whereas said Darrel Koontz and Agusta Koontz his wife have this day executed and delivered a certain promissory note to said parties of the second part, for the sum of Four Hundred Dollars, bearing even date herewith, payable at Lawrence Kansas, in equal installments of Dollars each day of due in two and years in each year thereafter until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate for the sum of \$2450, with interest thereon at the rate of --- per cent payable --- annually now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the parties of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Darrel Koontz and wife Agusta Koontz his wife shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part for them and their heirs, do hereby covenant to and with the said parties of the second part executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all encumbrances except as mentioned above, and that they will and their heirs, executors and administrators shall, forever warrant and defend the title of the same premises against the lawful claims and demands 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.

Darrel Koontz  
Agusta Koontz

Attest:

State of Kansas. )  
Douglas County ) SS

Be it remembered, That on this 26th day of January A.D. 1929 before me the undersigned, a Notary Public in and for said County and State came Darrel Koontz and Agusta Koontz his wife to me personally known to be the same persons who executed the within instrument of writing 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.

My Commission expires December 14th, 1931

J.D. McNeill  
Notary Public.

LS

Recorded Jan. 23, 1929 At 1:25 P.M.

*Chas. E. Constan*  
Register of Deeds.

## MORTGAGE

This Indenture, Made the fourteenth day of January A.D. 1929 between Henry J. Deister and Lillian E. Deister, his wife, of the county of Douglas and State of Kansas parties of the first part, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part;

Witnesseth, That the said parties of the first part in consideration of Five Thousand Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain sell and convey unto the said party of the second part, and its successors and assigns forever the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

The northwest quarter of section thirty six in township twelve south of range seventeen east except a tract in the northeast corner thereof, twelve and one half rods east and west by sixteen rods north and south, used for school purposes, and containing after said exception, one hundred fifty eight and seventy five one hundredths acres, more or less, subject to public easement for highways as now located.