

MORTGAGE RECORD 75

429

MORTGAGE

Reg. No. 56
Fee Paid .50

THIS INDENTURE, Made this 25 day of February A. D. 1929 between S. Witherspoon, a single woman County, in the State of Kansas, of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Two Hundred and Forty Five Dollars, the receipt of which is hereby acknowledged, does, by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, its heirs, assigns, or successors, all of the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

The Southwest Quarter of Section Thirty-six, Township
Thirteen South, Range Twenty East of the 6 P. M.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever: Provided, always, and these presents are upon this express condition, that whereas, said first party has this day executed and delivered a certain promissory note to said party of the second part for the sum of Two Hundred and Forty Five Dollars bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Seventeen & 50/100 Dollars each, the first installment payable on the first day of Sept. 1929, the second installment on the first day of Mar. 1930 and one installment on the first days of Mar. and Sept. in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part or of the legal holder of said note, and shall draw interest at the rate of ten percent per annum from the date of said default until fully paid.

And the said party of the first part further agrees that in case she pays the first mortgage upon the above described land (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission), before the last date such mortgage by its terms is due and payable, such payment shall in no wise affect this mortgage or the note thereby secured, but that she will pay the sums hereby secured in full as though no such payment of the first mortgage was made.

Now, if said first party shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, or any interest thereon, then these presents shall be void. But if said sum of money, or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, or to pay off, remove and discharge all prior liens and encumbrances, or any interest thereon, then the whole of said sums, together with any interest thereon, shall and by this indenture do immediately become due and payable at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first party. But the legal holder of this mortgage may, at his option, pay said taxes, assessments, or charges for insurance or any prior or out standing lien or encumbrance, or any interest thereon, so due and payable, which the mortgagor or assigns, shall neglect or refuse to pay, as herein set forth, and charge them against the said first party, and the amounts so charged, together with interest at the rate of ten percent per annum, shall be an additional concurrent lien upon the said mortgaged property, and the said mortgagee, its heirs, assigns, or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof. All appraisement, exemption and stay laws are hereby expressly waived.

And the said party of the first part, for herself and her heirs, does hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that she is lawfully seized in fee of said premises, and has good right to sell and convey the same; that said premises are free and clear of all encumbrances except Seven Thousand Dollars, and that she will, and her heirs executors and administrators, shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

S. Witherspoon

STATE OF KANSAS, LYON COUNTY, SS.

BE IT REMEMBERED, That on this, the 25 day of Feb A. D. 1929, before me, the undersigned, a Notary Public in and for said County and State, came S. Witherspoon, a single woman who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

Legal Seal

My commission expires June 28, 1930

N. W. Wright Notary Public

Recorded February 27, 1929 A. D. at 10:35 A. M.

Elmer C. Cantelero

Register of Deeds

AFFIDAVIT

STATE OF KANSAS COUNTY OF DOUGLAS, SS:

Hugo Hartmann being duly sworn, deposes and says: That he was well acquainted with Maurice Hartman who conveyed by Warranty deed to him on the 21 day of September A. D. 1871 L. 121 Delaware Sts in Carl's Add. to the City of Lawrence Ks. and knows that at the time said conveyance was made, said Maurice Hartman was unmarried, and further deponent saith not.

Hugo Hartmann

Legal Seal

Subscribed and sworn to before me this 17 day of January A. D. 1887

My Commission Expires Sept. 9, 1888.

Wm. T. Sinclair Notary Public

Recorded March 1, 1929 A. D. at 2:45 P. M.

Register of Deeds

Recorded Oct. 27, 1929
By Elmer C. Cantelero
Register of Deeds

The following is a certified or the original instrument.
In witness whereof, the said Notary Public, has hereunto set his hand and official seal, at the City of Lawrence, Kansas, this 27th day of February, 1929.
Elmer C. Cantelero
Notary Public