

MORTGAGE RECORD 75

NOW, if the said Grantors their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines, if any, on said stock, and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due and the said Grantee, or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, upon first giving thirty days' notice in writing and on condition that in such a case interest shall be charged and paid until the date of expiration of said notice, as provided by the By-laws.

Witness our hands this 1st day of March 1929

Zeno Rogers
Lois Rogers

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 2nd day of March A. D. 1929, personally appeared before the undersigned, a Notary Public in and for said County and State came Zeno Rogers and Lois Rogers his wife whom are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

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

Legal Seal

J. D. McNeill Notary Public

My commission expires December 14th, 1931

Recorded March 2, 1929 A. D. at 1:50 P. M.

E. J. McNeill

Register of Deeds

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this first day of March in the year of our Lord one thousand nine hundred twenty-nine, between John Claypool and Lou M. Claypool, his wife, in the County of Shawnee and State of Kansas, of the first part, and W. W. Beatty of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of (\$870.00) Eight Hundred Seventy and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Lot Twelve (12) in Block Nine (9) in Lane Place, an addition to the City of Lawrence, Douglas County, Kansas, SUBJECT to a mortgage of \$3,500.00 to The Lawrence B & L Association of Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except the mortgage above mentioned and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Eight Hundred Seventy and no/100 Dollars, according to the terms of one certain promissory note this day executed by the said John Claypool and Lou M. Claypool to the said party of the second part; said note being given for the sum of Eight Hundred Seventy and no/100 Dollars, dated March 1st, 1929 due and payable in monthly payments with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payments be made as in said note and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of as required by First Mortgage holder, in some insurance company satisfactory to said mortgagee, and to pay all payments due under said mortgage in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien upon this mortgage upon the above described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the condition of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

Rec. No. 59

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