

MORTGAGE RECORD 75

437

MORTGAGE

THIS INDENTURE, Made this 7th day of March in the year of our Lord nineteen hundred and twenty nine, between Mrs. F. E. Wilbur widow of Lawrence in the County of Douglas and State of Kansas of the first part, and J. W. Shaw and Jacob Good of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Two hundred and seventy seven dollars and six cents Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and Mortgage to the said parties of the second part their 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 one hundred and Forty-two (142) on Louisiana Street in the city of Lawrence, Douglas County, Kansas, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one first mortgage of \$1100.00. This grant is intended as a mortgage to secure the payment of the sum of \$277.06 Dollars, according to the terms of one certain note this day executed and delivered by the said Mrs. F. E. Wilbur widow to the said parties of the second part for \$277.06, with interest at 6 per cent due in one year after date, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand, to said party of the first part or her heirs and assigns.

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

Mrs. F. E. Wilbur (Seal)

STATE OF KANSAS

SS.

DOUGLAS COUNTY

BE IT REMEMBERED, That on this 7 day of March A. D. 1929 before me Myrtle McConnell a Notary Public in and for said County and State, came Mrs. F. E. Wilbur widow to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official Legal Seal seal on the day and year last above written.

My Commission Expires Jan. 23 1931

Myrtle McConnell Notary Public

Recorded March 7, 1929 A. D. at 4:30 P. M.

E. E. McConnell Register of Deeds

FIRST MORTGAGE

THIS INDENTURE, Made this seventh day of March in the year of our Lord nineteen hundred and twenty nine, between Janie M. Smith and W. L. Smith her husband (being of lawful age) of the County of Douglas, and State of Kansas, of the first part, and Wilder S. Metcalf, of Lawrence, Kansas, of the second part,

Reg. No.

Fee Paid

WITNESSETH, That the parties of the first part in consideration of the sum of \$500 Five Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

Lot No. One Hundred and Thirty four (134) and No. One hundred and Thirty six (136) in Block No. Forty Five (45) in "Raymond Place" in that part of the City of Lawrence known as West Lawrence, 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; that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$500 Five Hundred Dollars, and interest thereon, according to the terms of a certain mortgage note with interest notes attached thereto; this day, executed by the said parties of the first part payable to Wilder S. Metcalf, or order, at the office of Wilder S. Metcalf, in Lawrence, Kansas, with interest payable semi-annually on the first day of March and September in each year, the parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent; and they will keep the buildings on said property insured for \$1500 in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, IF such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due the said first parties agree to pay to said second party or his assigns, interest at the rate of ten per cent per annum, computed semi-annually, on said principal note from date thereof to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so

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Not assigned to 111-55-71