

MORTGAGE RECORD 75

443

KANSAS MORTGAGE

Reg. No. 97
Fee Paid 2.50

THIS MORTGAGE, Made this Fifteenth day of March in the year of our Lord One Thousand Nine Hundred Twenty nine by and between Otis Melvin Strode and Edith Strode his wife of the County of Douglas and State of Kansas parties of the first part, and J. M. Neville party of the second part, WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of One thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs 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:

Lot No. One Hundred Eight Eight (188) on Elm Street in Block No. Four (4) in that part of the City of Lawrence, formerly known as North Lawrence, Kansas.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances there-to belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Otis Melvin Strode and Edith Strode his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said J. M. Neville or order, for value received One thousand Dollars, due March 15th 1934 with interest from date to maturity at the rate of seven per cent per annum, payable semi-annually, falling due on the Fifteenth days of Sept and March in each year, both principal and interest notes are payable at 939 Mass. St. Lawrence Kansas and bear interest from maturity until paid at the rate of seven per cent per annum, payable semi-annually.

NOW, If the said Otis Melvin Strode and Edith Strode 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 either of them, 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 party 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 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 party of the second part, his 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, foreclosing 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, appraisal of said property if 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 building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of One thousand Dollars for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option may any taxes or statutory liens against said property, all of which sums with 7 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said parties of the first part the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever; against the lawful claim 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.

Executed and delivered in presence of
R. E. Melvin

Otis Melvin Strode
Edith Strode

STATE OF KANSAS
SS.
COUNTY OF DOUGLAS

BE IT REMEMBERED, THAT on this 16th day of March A. D. 1929 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Otis Melvin Strode and Edith Strode, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Legal

R. E. Melvin

Seal

Notary Public

Term expires April 5, 1930

Recorded March 16, 1929 A. D. at 4:10 P. M.

Chas. O. Armstrong Register of Deeds

Received by *Chas. O. Armstrong* 27 1930
Recorded at *Chas. O. Armstrong* 27 1930
In presence of *Chas. O. Armstrong* 27 1930
Subscription of the within mortgage: *Chas. O. Armstrong* 27 1930