

MORTGAGE RECORD 75

MORTGAGE

THIS INDENTURE, Made this 13th day of Feb. 1929 between Lida Kennard, a single woman of Douglas County, in the State of Kansas of the first part and J. H. Holke of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One hundred fifty and no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot No. 23, Addition No. 5, North Lawrence, City of Lawrence Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in anywise appurtenanting forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Lida Kennard has this day executed and delivered one certain Promissory note to said party of the second part, for the sum of One hundred fifty and no/100 (\$150.00/100) Dollars, bearing even date herewith, payable at The Merchants National Bank of Lawrence, Kansas, in equal installments, of only one installment Dollars each, the first installment payable on the 13th day of August 1929, the second installment on the day of " " and one installment on the days of and 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 \$500.00/100 with interest thereon at the rate of seven 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 party 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 Lida Kennard shall pay or cause to be paid to said party of the second part, her 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 party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

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, executors, administrators or assigns, 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 a first mortgage to the Douglas County Building and Loan, as shown of record in the records of Douglas County on this 13th day of Feb. 1929 and that she will, and her heirs, executors and administrators shall, forever warrant and defend the title of the 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.

Lida Kennard

STATE OF KANSAS
DOUGLAS COUNTY SS.

BE IT REMEMBERED, That on this 13 day of Feb. A. D. 1929 before me, the undersigned, a Notary Public in and for said County and State, came Lida Kennard, a single woman, to me personally known to be the same person 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.

Legal Seal

Bernice E. Jones Notary Public

My commission Expires Dec. 29, 1932.

Recorded March 19, 1929 A. D. at 11:20 A. M.

Eric E. Armstrong Register of Deeds

Filed for record on the original instrument.
Presented to the County Clerk for filing on this day of Dec. 19-1932 A. D. 19--
released and then thereat. Values (discharged).
A witness my hand this day of Dec. 19-1932 A. D. 19--
A. D. 19--

Recorded Dec. 19-1934,
Eric E. Armstrong
Register of Deeds.