

MORTGAGE RECORD 75

SAMC DODSWORTH STATIONERY CO KANSAS CITY MO 64111

MORTGAGE

THIS INDENTURE, Made this 23rd day of March in the year of our Lord on thousand nine hundred and twenty-nine between Joseph B. Payne and Josephine S. Payne, husband and wife, of 1025 Alabama St. Lawrence, in the County of Douglas and State of Kansas of the first part, and Elmer Underwood of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of fifteen Hundred 00/100 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 said party of the second part his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit:

Lot Seven (7), Block Twenty-Seven (27), Quivera Place, City of Lawrence
Buildings on said land to be kept insured against loss by fire, lightning
and tornado, for not less than \$1500.00 with loss payable to the holder of
this mortgage during the continuance of this loan.

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 her by covenant and agree that at the delivery Hereof they are the lawful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein free and clear of all encumbrance.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred 00/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Joseph R. Payne and Josephine S. Payne to the said party of the second part bond due April 1, 1934, with interest according to the tenor of ten interest coupons thereto attached, Principal and interest payable at the Bankers Trust Company, New York City, New York, and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Joseph R. Payne (Seal)
Josephine S. Payne (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY

BE IT REMEMBERED, That on this 29th day of March A. D. 1929, before me, a Notary Public in and for said County and State, came Joseph R. Payne and Josephine S. Payne, husband and wife to me personally known to be the same persons who executed the foregoing instrument, 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.

M. Martin Notary Public

Legal Seal

My commission expires on the 24th day of April 1931

Recorded March 29, 1929 A. D. at 2:45 P. M.

Elsie E. Armstrong Register of Deeds

Reg. No. 120
Fee Paid 3.75

Fee Paid 3.

The letter, I suppose, having been laid in full, it is duly released on this the original instrument. This 14th day of April, A. D., 1946

D. C. Underwood

This Release
was written
on the original
Mortgage entered
the 4th day
of April
1941
12 April 1941
Reg. of Deeds.

9. *John A. B. B.*
Reg. of Deeds.

MORTGAGE

THIS INDENTURE, Made the 1st day of March, A. D. 1929 between Laura Klopfenstein and Luther E. Klopfenstein, her husband, parties of the first part, and Collins Mortgage Company, a corporation, party of the second part:

Witnesseth That the said parties of the first part, in consideration of Thirty-five Hundred and no/100 dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas, and State of Kansas, to-wit:

South Half of Southeast Quarter of Section Twenty-eight (28),
Township Thirteen (13), Range Twenty-one (21), East of the Sixth Principal Meridian.
Together with the privileges and appurtenances to the same belonging.

To Have And To Hold the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they will have good right to sell and convey said premises and that they are free from incumbrance,----- and hereby warrant the title thereto against all persons whomesoever, and waive all right of homestead therein.

3414. Conditioned, however, that if Laura Klopfenstein, and Luther E. Klopfenstein, her husband, heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, on September 1, 1938, the sum of Thirty-five Hundred and no/100 Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Laura Klopfenstein and Luther E. Klopfenstein, her husband, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments

Reg. No. 123
Fee Paid \$8.75

Fee Paid \$8.75

For Wilsons Sta. Book 75 Page 454
For Cairnment Sta. Book 79 Page 176
For Cairnment du Book 75 Page 465