

MORTGAGE RECORD 75

457

MORTGAGE

Reg. No. 128
Fee Paid 2.25

THIS MORTGAGE, Made this 26th day of March in the year of Our Lord One Thousand Nine Hundred and twenty nine by and between Robert Waldron and Mary E. Waldron his wife of Lawrence of the County of Douglas and State of Kansas parties of the first part, and THE BASEHOR STATE BANK OF BASEHOR, Kansas party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Nine Hundred Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain sell and convey unto the said part of the second part, and to its heirs and assigns forever, all of the following described tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot Numbered Seventy-two (72) and Seventy-three (73) in Addition Number Two (2) in that part of the City of Lawrence known as North Lawrence.

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

WHEREAS, the said Robert Waldron and Mary E. Waldron his wife have this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Basehor State Bank, Basehor, Kansas, as follows, to-wit: \$900.00 Basehor, Kansas, March 26th 1929. Three years after date I, we or either of us promise to pay to the order of the Basehor State Bank, Nine Hundred (\$900.00) dollars at Basehor, State Bank, Basehor, Kansas, value received with interest at six per cent per annum from date until paid interest payable semi-annually. Payments of one hundred dollars or any multiple thereof will be accepted on the principal of this note at any time,

(signed) Robert Waldron Mary E. Waldron

NOW, if the said Robert Waldron, his heirs or assigns, 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, they and in that case the whole of said sum and interest shall, at the option of said part of the second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part of the second part 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, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 the said parties of the first part, his heirs and assigns, and all persons claiming under them. 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 Ten Hundred Dollars for the benefit of said part of the second part; and in default thereof said part of the second part; may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part 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 indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and defend the same in the quiet and peaceable possession of said party of the second part, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Executed and delivered in presence of

Robert Waldron (Seal)
Mary E. Waldron (Seal)

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, that on this 2nd day of April, A. D. 1929, before me, the undersigned, a Notary Public in and for said County and State, came Robert Waldron and Mary E. Waldron his wife who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Legal Seal

F. C. Whipple
Notary Public,

My commission expires Jan. 27, 1931

Recorded April 3, 1929 A. D. at 11:50 A. M.

Eli C. Armstrong

Register of Deeds

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