

MORTGAGE RECORD 75

477

MORTGAGE

This indenture, made this 20th day of April 1929, between Myrtle Miller, of Lawrence, in the county of Douglas, State of Kansas, party of the first part, and George Adams, of Lawrence, in the county of Douglas, State of Kansas, party of the second part: Witnesseth, that said party of the first part, in consideration of the sum of three hundred dollars (\$300.00) 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, the following described real estate, situated in Douglas County and State of Kansas, to-wit:

Lot 32 on New Jersey Street in the City of Lawrence, Kansas.

To have and to hold the same, together with all and singular the tenements and hereditaments therunto belonging or in any wise appertaining, forever.

Provided, always, and these presents are upon this express condition, that whereas, said Myrtle Miller, has this day executed and delivered her certain promissory note in writing to said party of the second part, of which the following is a copy:

PROMISSORY NOTE

\$300.00

Lawrence, Kansas, June 1, 1929

Twenty months after date, I promise to pay to the order of George Adams at Lawrence, Kansas Three hundred and no/100 dollars in the following manner to-wit: \$15.00 the 1st of June 1929 and \$15.00 on the 1st day of each and every month thereafter until this note is paid in full. Any default in payments and interest shall cause balance to become due in full.

For value received, with interest at 6 per cent per annum after June 1st, 1929 until paid. Interest payable annually.

Secured by a mortgage hereto attached. Due January 1, 1931

Myrtle Miller

Now if said party of the first part shall pay or cause to be paid to said party of the second part, his 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, 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 take possession of said premises.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

Myrtle Miller

State of Kansas SS. Douglas County

Now on this 20 day of April 1929 before me the undersigned a Notary Public in and for said County and State, came Myrtle Miller who in my presence signed and executed the foregoing instrument and acknowledged the same to be her free act and deed.

R. B. Stevens Notary Public

Legal Seal

Commission expires the 12th day of Feb. 1930

Recorded May 2, 1929 A. D. at 9:45 A. M.

Lawrence E. Connelley Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 20th day of April A. D. 1929 between V. D. Spurgeon and Izora J. Spurgeon, his wife of Douglas County in the State of Kansas, of the first part, and THE HOME SAVINGS AND LOAN ASSOCIATION, OF OTTAWA, KANSAS, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1250.00 Twelve Hundred Fifty and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey, unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

The North One-half of Lots, 68, 69, 70, all on Ames Street in Baldwin City, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Twelve Hundred Fifty and no/100 Dollars, with interest thereon, and such charges as may become due to to said party of the second part, under the terms and conditions of the contract note secured hereby, advanced by The Home Savings and Loan Association, to the parties of the first part upon 12 1/2 shares of Class E of the capital stock of said Association, with all future payments, earnings and dividends thereon, which said interest and dues on said shares, the first parties agree to pay in monthly installments, making a total monthly payment of \$15.75, payable as follows: Fifteen and 75/100 Dollars on or before the 1st day of July, 1929 and a like sum on or before the 1st day of each and every month thereafter, to and including the month of June 1939

Now, if said parties of the first part shall cause to be paid to the party of the second part, the amount due it under said contract note, in accordance with the terms thereof, and comply with all the

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\$3.00

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