

MORTGAGE RECORD 75

MORTGAGE

Reg. No. 466
 Fee Paid \$11.25

THIS MORTGAGE, Made this 5th day of September in the year of Our Lord One Thousand Nine Hundred and Twenty-nine by and between W. F. Schrader, a single man of the County of Douglas and State of Kansas party of the first part, and C. R. Doolittle party of the second part.

WITNESSETH, That said party of the first part, for and in consideration of the sum of Five Hundred Dollars to him 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 tracts pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 28 rods West of the Southeast corner of the Northeast quarter of the Northwest quarter of the Southwest quarter of Section twenty nine (29) in township Twelve (12) South of Range twenty (20) East of the 6 P. M. in the center of Elm Street produced East from North Lawrence; thence North Eight (8) rods, thence East Fifty (50) feet, thence South Eight (8) rods to the center of Elm Street; thence West along the center of Elm Street to the place of beginning in that part of the City of Lawrence known as North Lawrence, less the portion of said land that lies in said Elm Street.

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 his heirs and assigns forever; PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said W. F. Schrader, a single man has this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Kansas City, Kansas as follows, to-wit:

\$500

Kansas City, Kansas, September 5, 1929

Two Years after date I promise to pay to the order of C. R. Doolittle Five Hundred and no/100 dollars. Payable at Kansas City, Kansas.

(Signed) W. F. Schrader

NOW, if the said W. F. Schrader 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, 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 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, 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 party of the first part, his heirs and assigns, and all persons claiming under them. And the said party of the first part shall and will at his 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 Five Hundred Dollars for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his 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 party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that he 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 claims of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Executed and delivered in presence of

W. F. Schrader (Seal)

STATE OF KANSAS, COUNTY OF WYANDOTTE, SS.

BE IT REMEMBERED, that on this 5th day of September A. D. 1929 before me, the undersigned a Notary Public in and for said County and State, came W. F. Schrader, a singleman who is personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be his 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.

Charles F. Reed
 Notary Public

Legal Seal

My commission expires May 16th 1931

Recorded Sept. 23, 1929 A. D. at 10:40 A. M.

Chas. E. Armstrong Register of Deeds

The foregoing is a true and correct copy of the original instrument as presented to me by the mortgagor and the mortgagee and the same is hereby acknowledged by me as a Notary Public in and for the County of Wyandotte, State of Kansas, on the 23rd day of September, 1929.