MORTGAGE RECORD No. 77

-9-18

MORTGAGE

THIS INDENTURE, Mede this 20th day of October A. D. 1931 between Solon Thacher Enery and Gladys Emery, his wife, of Lawrence, Douglas County, in the State of Kansas, parties of the first part and THE AFTNA BUILDING AND LOAN ASSOCIATION, of Topeka, Shawnee County, in the State of Kansas, party of

There, his wife, or Lawrence, Douglas bounds to the formation of Topeka, Shawnee County, in the State of Kansas, party of THE ANTA BUILDING AND LOAN ASSOCIATION, of Topeka, Shawnee County, in the State of Kansas, party of THE ANTA BUILDING AND LOAN ASSOCIATION, of Topeka, Shawnee County, in the State of Thirty-six Thousand Nine Hundred Dollars (\$36,900.00), the receipt of which is hereby acknowledged, do by these sand Nine Hundred Dollars (\$36,900.00), the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto seld party of the second party, its successors and presents, grant, bargain, sell and convey unto seld party of the second party, its successors and Kansas to-writ: Commencing on the West line of Ohio Street in the City of Lawrence produced South Kansas to-writ: Commencing on the West line of Ohio Street in the City of Lawrence Produced South Construction of (12), Township Twelve (12) Range Twenty (20) thence South on seld West line of Section Thirty-one (31), Township Twelve (12) Range Twenty (20) thence South on seld West line of Section Thirty-one (31), Township Twelve (12) Range Twenty (20) thence of beginning in the City of the South construction of Galactic to the West line of Section Thirty-one (31); feet; thence Test to ne Hundred Twenty-five and Two-thirds (62-2/3) feet; thence Test to the West line of Section Thirty-one (31); feet to place of beginning in the City of Lawrence, Douglas County, Kansas, An undivided One-half interest in Lot Mo. One (1) of the Northers of Galaction Four (4) and Lots Five (5) Six (5) and Seven (7) of the Southeast Quarter of section Four (4) and the Section There (12) Range Nineteen (19) in Douglas County, Kansas, Together with all land singular the tenements, hereditaments and TO HAVE AND TO HOLD THE SAME, Together with all serves condition, that whereas, said Solon Provider Douglas County belonging or in anywise appertaining, forever.

0

FIRST MORTGAGE REAL ESTATE NOTE

\$20,000.00

FOR VALUE RECEIVED, We promise to pay to the order of THE AFTNA BUILDIND AND LOAM ASSOCIATION Twenty Thousand (\$20,000.00) Dollers lewful money of the United States, together with interest at the rate of Seven (7%) percent per annum, both interest end principal payable monthly in installaents of Two Eundred Thirty-two and 30/100 (\$232.30), the interest to be computed monthly on the unpaid balance, the first payment being payable November 20, 1931, and to continue on the 20th day of each succeeding month until the whole of the principal sum together with interest is paid. In case of default in any peyment or any part thereof at the stated times or failure to comply with any of the conditions or agree-ments contained in the first mortgage on real estate given to secure the payment thereof, then this note shall immeditely become due and payable at the option of the legal holder hereof, and shall, after such default, beer interest at the rate of Ten (10%) per cent per annum. Appraisement waived. Dated at Lewrence, Kansas, this 20th day of October 1931.

Solon Thacher Emery Gladys Emery

FIRST MORTGAGE REAL ESTATE NOTE

No. 2

SULPER STREET

374

1608

13 25

1

Zil. Same 0.000 Comp 20.

1

20 the

y the first of a

1

12

No. 1 200

Q

Co

male . Burne The Celen alle-

Bentlering Co.

Celia

Prese

1 By These Pro

all Mon B marine 1. 1 2 2 m der.

les les

Que. 16-1933

Ce.

A del Qi

Courses

6 - That the Colon Bring of Street

aly achieved

0

the se

Bergendent

\$15,900.00

FIVE YEARS AFTER THE DATE HEREOF, FOR VALUE RECEIVED, We promise to pay to the order of THE AFTNA BUILDING AND LOAN ASSOCIATION, Sixteen Thousand Nine Hundred (\$15,900.00) Dollers, lawful money of the United States, with interest thereon at the rate of Seven (7\$) percent per annua payable monthly, the first payment being due November 20, 1931, and continuing on the 20th day of each succeeding month, both interest and principal being payable at the office of THE AFTNA BUILDING AND LOAN ASSOCIATION, Topeka, Kansas. It is expressly declared and agreed that this note is made and executed under and is to be construed by the lews of the State of Kansas in every particular, and is given for an actual loan of said sum. This mote is to ber Ten (10%) per cent interest per annua annun payable given for an actual loan of said sum. This note is to bear Ten (10%) per cent interest per annum after the maturity thereof and is secured by a first mortgage of even date herewith on real estate situated in Dougles County, Kansas. Dated at Lawrence, Kansas, this 20th day of October 1931.

Solon Thacher Emery Gladys Emery

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second HOW, if said parties of the first part shall pay or cause to be paid to said party of the second part its successors or assigns said sum of money in the above described notes 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 mull levied against said premises, or any part thereof, are not paid when the same are by law made due and payable and, if parties of the first part shall fail to keep the improvements on said premises insured against fire and tornado in an amount equal, at least, to the amount of the lose and satisfactory to THE AETNA BUILDING AND LOAN ASSOCIATION, then the whole of said sum and sums and interest thereon shall, by these presents, become due and pay-able, without notice at the option of the leagt holder hereof. able, without notice at the option of the legal holder hereof Appraisement waived.

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

> Solon Thacher Emery Gladys Emery

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 22 day of October A. D. 1931 before me, the undersigned a Notary Public in and for the County and State aforesid, crease Solon Thacher Enery who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Legal Seal

My commission expires Sept. 10, 1935

Notary Public Jane Sheets