

MORTGAGE RECORD No. 77

Reg. No. 1731
Fee Paid \$2.00

MORTGAGE

THIS INDENTURE, Made this 23rd day of February, in the year of our Lord one thousand nine hundred and thirty two, between Mary Belle Crosswhite, and R. H. Crosswhite, her husband in the County of Douglas and State of Kansas, of the first part, and Wm. V. Crosswhite, Mound City, Linn County, Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand (\$1000.00) 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 the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

All of Lot One (1) in Hosford's Second Addition to the City of Lawrence, Douglas County, Kansas, being the same parcel of ground as the north fifty feet (N 50ft.) of the tract described by metes and bounds in a deed from C. R. Hosford and Helen Hosford, his wife to R. C. Johnson in the records of Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Mary Belle Crosswhite, and R. H. Crosswhite, her husband 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, except a first mortgage in the sum of \$1850 to Laura A. Lacey and that they will warrant defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of one thousand (\$1000.00) Dollars, according to the terms of one certain promissory note this day executed by the said Mary Belle Crosswhite, and R. H. Crosswhite, her husband to the said party of the second part; said note being given for the sum of One thousand (\$1000.00) Dollars dated February 23, 1932, due and payable in three years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinabove specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of \$1000.00 Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional line under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law—appraisement hereby waived or not, at the option of the party of the second part, his executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Mary Belle Crosswhite, and R. H. Crosswhite, their heirs or assigns.

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

Signed and delivered in presence of

Mary Belle Crosswhite (SEAL)
R. H. Crosswhite (SEAL)

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State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 23rd day of February, A. D. 1932, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Belle Crosswhite, and R. H. Crosswhite, her husband, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Legal Seal
(My commission expires July 24, 1933)

W. F. March, Notary Public

Recorded Feb. 26, A. D. 1932 at 4:30 P. M.

E. C. Courtney, Register of Deeds

MORTGAGE

THIS INDENTURE, Made this twenty-fifth day of February in the year of our Lord nineteen hundred thirty-two, between George W. Snow and Laura Snow, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence,

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