

MORTGAGE RECORD No. 77

539

SMALL DOWNSIDE STATIONERY CO. KANSAS CITY, MO. 64114

MORTGAGE

THIS INDENTURE, Made this 28th day of July A. D. 1932 between J. W. Decker and Florence Decker, his wife of Douglas County, in the State of Kansas of the first part, and Arthur F. Myers of 3614 McCrue St. St. Louis in the State of Missouri of the second part;

WITNESSETH, That the said parties of the second part: (\$200) and \$200/100 Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described REAL ESTATE situated in the County Douglas and State of Kansas, to-wit:

Lot two hundred and twenty-two (222) and two hundred and twenty-three (223) in Fairfax Addition to the city of Lawrence as surveyed, platted and recorded

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever;

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said J. W. Decker and Florence Decker, his wife have this day executed and delivered one certain promissory note in writings to said party of the second part, payable in equal annual installments of \$ each, payable as follows, to-wit: With eight percent interest until paid.

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 the possession of said premises.

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

Executed in the Presence of

J. W. Decker
Florence Decker

STATE OF KANSAS, }
COUNTY OF DOUGLAS } SS.

BE IT REMEMBERED, That on this 28th day of July A. D. 1932 Before me Eva H. Neville a Notary Public in and for said County and State, came J. W. Decker and Florence Decker, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Legal Seal

My Commission Expires Oct. 14, 1935

Eva H. Neville
Notary Public

Recorded July 28, A. D. 1932 at 10:45 A. M.

Arthur F. Myers - Register of Deeds

Reg. No. 1217
Fee Paid \$2.50

Mar 6 - 1942
Recorded
Nard A. Beck

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the first thereby created discharged.
I, witness my hand this 21st day of February A. D. 1942.
Arthur F. Myers

MORTGAGE

THIS INDENTURE, Made this 21st day of July in the year of our Lord one thousand nine hundred and thirty two, between Henry Deckwa and Emma Deckwa, husband and wife of Endora, in the County of Douglas and State of Kansas parties of the first part, and John Brecheisen party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1,700.00 Seventeen Hundred & No/100 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:

South Fifty Acres of the Northwest Quarter and West Sixty acres of the North One-half of the Southwest Quarter of Section Twenty-One (21), Township Fourteen (14), Range Twenty-One (21),

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second part, or assigns, in the sum of not less than \$one Thousand & No/100 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1,700.00 Seventeen Hundred & No/100 DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 21st day of July 1935, to the order of said second party his heirs or assigns with interest at the rate of six percent per annum, payable semi annually with privilege of paying \$100.00 or any multiple at any interest payment date. And this conveyance shall

Reg. No. 1226
Fee Paid \$2.50

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the first thereby created discharged.
I, witness my hand this 21st day of July 1935.
John Brecheisen

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the first thereby created discharged.
I, witness my hand this 21st day of July 1935.
John Brecheisen