

MORTGAGE RECORD No. 78

328

Receiving No. 2639

Reg. No. 748

Fec Paid \$35.00

ALVA B. CARTER and CORINNE V. CARTER Husband and
Wife.

State of Kansas.

County of Douglas.

ss.

This instrument was filed for record on the

13 day of August

1936, at 2:00 o'clock P. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 1st day of July, 1936, by and between

ALVA B. CARTER and CORINNE V. CARTER, husband and wife

of Douglas County, Kansas

, Mortgagee, and

CITY BOND AND MORTGAGE COMPANY

, a corporation organized and existing

under the laws of

Missouri

, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of

FOURTEEN THOUSAND AND NO/100

Dollars (\$14,000.00)

the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following described real estate, situated in the County of Douglas, State of Kansas, to wit:

All of lots numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Thirteen (13) and Fourteen (14) in EAST MANOR in GIVEN COURT, in the City of Lawrence, Kansas, according to the recorded Plat thereof.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument of the mortgage herein recorded was made by said District Court, on this 21 day of July, 1936, and that the same is duly recorded in Journal Book 185, p. 22. Witness my hand this 21 day of July, 1936.

John Callahan
Clerk District Court.

ATTEST:

Harold A. Beck
Register of Deeds

To HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgageor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgageor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of FOURTEEN THOUSAND AND NO/100 Dollars (\$14,000.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5 %) per annum until paid, principal and interest to be paid at the office of City Bond and Mortgage Company in Kansas City, Missouri, in monthly installments of NINETY-FIVE AND 34/100 Dollars (\$95.34), commencing on the first day of August, 1936, and on the first day of each month thereafter, until the principal and interest are fully paid.

~~except that the said promissory note shall be due and payable on the first day of August 1936~~ said note providing for acceleration of maturity in case of default at holder's option and privilege of prepayment in multiples of said monthly installments by giving thirty (30) days prior written notice and paying premium as therein provided.