MORTGAGE RECORD No. 79

Come deuty represented by Certificate No. 414, and being of the August, 1933 Series, Class F Installment Shares, which have been assigned to said Association as additional and collateral security for the payment of said note, and which said contract note and all of the terms and conditions thereof is hereby specifically referred to and made a part hereof as though at length incorporated and set forth herein. NOW, if the said parties of the first part shall pay, or cause to be paid, all the sums of money in said note, then this MORYAGE shall be NULL and VOID. But, in case of default as said ante for due to the paid of the conditions stipulated

In said note, then this MORTGAGE shall be NULL and VOID. But, in case of default on said note for dues, interest, principal installments, taxes or insurance premiums to an amount equal to six months' dues, interest and principal installments as therein provided, then, and in that case, the entire amount of indebtedness upon and under said note shall, at the option of the party of the second part, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage or in case of default as above mentioned, THE FROVIDENT BUILDING, IOAN ADD SAVINGS ASSOCIATION shall be entitled to a judgment for the full sum due upon said note, together with the interest thereas, and mu additional man and for twee an insurance with interest thereas. with the interest thereon, and any additional sums paid for taxes or insurance, with interest thereon, and all legal costs and expenses of obtaining and enforcing such judgment, as provided by law, and shall be entitled to a decree for the sale of the mortgaged premises in satisfaction of said judgment foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale APPRAISBART of said real estate is hereby WAIVED by said parties of the first part. Any judgment obtained hereunder shall bear interest at ten per cent. per annum from its date until satisfied. All benefits of the HOMESTRAD,

EXEMPTION and STAY Laws of the STATE of KANSAS are hereby waived by said parties of the first part. 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 incumbrances, and that they will Warrant and Defend the same in the quist and peaceable possession of said party of the second part, its successors or assigns

forever, against the lawful claims of all persons whomesers. IN WITHESS WHEREP, the said parties of the first part have hereunto set their hands the day and year first have written. year first above writte

Claude D. Minor Elnora D. Minor

STATE OF KANSAS, DOUGLAS COUNTY, SS. BE IT REWERERD, That on this 28 day of August A. D., 1933 before me the undersigned, Register of Deeds in and for the County and State aforesaid, came Claude D. Minor and Minora D. Minor, Husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same. IN TESTIMONY WHEREOF I hereunto rat up hand and affix my official Seal the day and year last above

Legal Seal

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> Elsie E. Armstrong Register of Deeds

Recorded Aug. 28, A. D. 1933 at 10:15 A. M.

Chie & Chusting Register of Deeds

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MORTGAGE

THIS MORTGARE, Made this 20th day of August, 1933 by and between Elnora Dimery Minor, formerly Elnora Dimery, and Claude D. Minor, wife and husband of Douglas County, Kansas, parties of the first part, and THE FROVIDENT BUILDING, LOAN AND SAVINGS ASSOCIATION, a corporation of Kansas City,

HEOTE Dimery, and CLEME D. FIGUT, WILL AND SATINGS ASSOCIATION, a corporation of Kansas City, Byandotte County, Kansas, party of the second part: MINNESSEM, that said parties of the first part, for and in consideration of the sum of Five Hundred Twenty Five and No/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, all of the following described tract, lot, piece, and parcel of land, lying and situate in Wyandotte County, State of Kansas, to-wit:

Lot One Hundred Eight (108) in Subdivision of Block Thirty-two (32) West Lawrence, now in and a part of Lawrence, Douglas County, Kansas, as shown by the duly recorded plat thereof.

forever; PROVIDED

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 its successors or assigns, forever; FROVIDM LIMATS, and this instrument is made, arecuted and delivered upon the following conditions, to-wity HIMENES, the said parties of the first part have this day arecuted and delivered a certain contract Note for \$525.00, payable to said THE FROVIDENT FULDING, IOAN AND SAVINGS ASSOCIATION, and representing a loss of \$525.00 upon 5 shares of the Gapital Stock of said association, said shares being represented by Certificate No. W15, and being of the August, 1933 Series, Class F Installment Shares, which shares have been assigned to said Association as additional and collateral security for the payment of said note, and which said contract note and all of the terms and conditions thereof is hereby specifically referred to and made a part hereof as though at length incorporated and set forth specifically referred to and made a part hereof as though at length incorporated and set forth herein.

NOW, if the said parties of the first part shall pay, or cause to be paid, all the sums of mong in said note mentioned and shall perform, or cause to be performed, all of the conditions stipulated in said note, then this MORTGAGE shall be NULL and VOID.

But in case of default on said note for dues, interest, principal installments, taxes or insurance premiums to an amount equal to six months! dues, interest and principal installments as therein provided, then, and in that case, the entire amount of indebteiness upon and under said note shall, at provided, the option of the party of the second part, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage or in case of defmult as above mentioned, THE FEVIDENE BUILDING, LOAN AND SATINGS ASSOCIATION shall be entitled to a judgment for the full sum due upon said Moline, DAR and SATANG SOULATION SHAll be entitled to a judgment for the full sum due upon said interest thereon, and all legal costs and any additional sums paid for taxes or insurance, with interest thereon, and all legal costs and expenses of obtaining and enforcing such judgment, as of said judgment foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale AFFRAISEMENT