

MORTGAGE RECORD No. 79

EXTENSION COUPON

\$54.00 Lawrence, Kan., Feb. 1, 1936. On the 1st day of December, 1936, we promise to pay to the order of The First Savings Bank Fifty-four and no/100 - - Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$1800. This coupon bears interest at the rate of ten per cent per annum after due.

Hedwig C. Olson
Charles A. Olson
Oscar F. Olson
Gust F. Olson

No. 2.

EXTENSION COUPON

\$54.00 Lawrence, Kan., Feb. 1, 1936. On the 1st day of June, 1936, we promise to pay to the order of The First Savings Bank, Fifty-four and no/100 - - Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$1800. This coupon bears interest at the rate of ten per cent per annum after due.

Hedwig C. Olson
Charles A. Olson
Oscar F. Olson
Gust F. Olson

N. 1

Recorded March 3, 1936 at 10:00 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 2027

MORTGAGE

THIS INDENTURE, Made this 29 day of February, in the year of our Lord one thousand nine hundred thirty six, between James Curry and Mary Curry (his wife) in the County of Shawnee and State of Kansas, of the first part, and C. W. Boursaw, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of (\$1000.00) ONE THOUSAND AND 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:

A tract of land in the North East Quarter of Section Fourteen (14), Township Twelve (12), Range Seventeen (17), described as follows: A strip of land 70 feet wide from East to West running across the entire East side of the following described land, to wit: From an iron pin located 663.25 feet south and 678.5 feet West of the North East corner of Section 14, Township 12, South, run North 84 degrees thirty minutes West 184 feet to a point of beginning, thence South 5 degrees thirty minutes West 83 feet, thence North 84 degrees thirty nine minutes West 116 feet, thence North 5 degrees thirty minutes East 83 feet, thence South 84 degrees thirty minutes East 116 feet to the point of beginning, containing 22/100 of an acre more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said James Curry and Mary Curry (his wife) do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of ONE THOUSAND AND NO/100 - - DOLLARS, according to the terms of one certain promissory note this day executed by the said James Curry and Mary Curry (his wife) to the said party of the second part; said note being given for the sum of ONE THOUSAND AND NO/100 DOLLARS dated February 29, 1936, due and payable in five 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 hereinafter specified. And the said part 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 ofDOLLARS, 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 part 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 lien 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, 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 - appraisalment hereby waived, or not, at the option of the part of the second part, 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 part making such sale, on demand, to the said James Curry and Mary Curry, their heirs or assigns.

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

James Curry
Mary Curry

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 29 day of February, A. D. 1936, before me, the undersigned, a notary public in and for the County and State aforesaid, came James Curry and Mary Curry (his wife), to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

Emma F. Boyd
Notary Public

(SEAL) (My commission expires Sept. 12, 1936)

Recorded March 3, 1936 at 2:45 P.M.

Harold A. Beck

Register of Deeds.

RECEIVED
\$1000.00
March 27, 1941
Received of J. A. Weber
the sum of One Thousand
and no/100 Dollars, in full
satisfaction of the within Mortgage.
C. W. Boursaw

THIS RECEIVING IS PART OF THE ORIGINAL INSTRUMENT
Feb. 18, 1941