

MORTGAGE RECORD No. 79

497

party of the second part at the cost and expense of the said party of the first part. In case of failure of the said party of the second part to release this mortgage, all claim for statutory penalty or damages is hereby waived, otherwise to remain in full force and effect.

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

Joseph J. Svoboda
Florence C. Svoboda

STATE OF KANSAS)
Shawnee County)ss.

BE IT REMEMBERED, That on this 6th day of April 1936, before the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Joseph J. Svoboda and Florence C. Svoboda, his wife, who are to me personally known to be the identical persons who executed the foregoing mortgage deed, and duly acknowledged the execution of the same.

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

(SEAL) My commission expires January 6 - 1937

J. B. Makins
Notary Public.
Shawnee County, Kansas.

Recorded April 20, 1936 at 9:40 A.M.

Harold A. Beck Register of Deeds

Receiving No. 2254

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Granville Sears Bosworth and Susie Bosworth his wife to Elizabeth Cox dated the first day of March, A. D. 1935, which is recorded in Book 77 of Mortgages, page 607, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 22 day of April, A. D. 1936

Elizabeth Cox

STATE OF Ill)
Jackson County,)ss:

BE IT REMEMBERED, That on this 22 day of April A. D. 1936 before me the undersigned, a Notary Public, in and for said County and State, came Elizabeth Cox to me personally known to be the same person who executed the foregoing instrument of writing, 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.

(SEAL) My Commission Expires 5/18 1938

W. J. Ottesen
Notary Public

Recorded April 24, 1936 at 3:30 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 2255

MORTGAGE

THIS INDENTURE, Made this 7 day of November 1935 between Solon T. and Gladys B. Emery of Douglas County County, in the State of Kansas of the first part, and H. M. Stucker of Douglas County County, in the State of Kansas, of the second part:

WITNESSETH, That the said part two of the first part, in consideration of the sum of Twenty five hundred DOLLARS, the receipt of which is hereby acknowledged, do give 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 of Douglas and State of Kansas, to-wit:

West seventy feet lot seven block two Grand Addition to the City of Lawrence
Douglas County Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining Forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Solon T. Emery has this day executed and delivered H. M. Stucker a certain promissory note to said party of the second part, for the sum of Twenty five hundred - - - DOLLARS, bearing even date herewith, payable at Lawrence Kansas, in equal installments, of ANY DOLLARS each, the first installment payable on the 15 day of May 1936 the second installment on the day of 19, and one installment on the days of and in each year thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$7000 with interest thereon at the rate of 7 per cent. payable monthly annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagor.

Now if said Solon T. Emery 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

Reg. No. 588
Fee Paid \$6.25