

MORTGAGE RECORD No. 79

601

Receiving No. 2931

Reg. No. 789 -
Fee Paid \$2.50

MORTGAGE

THIS INDENTURE, Made this 1st day of September in the year of our Lord one thousand nine hundred Thirty-six between M. A. Childs and Pearl Childs, party of the first part of Lawrence, in the County of Douglas and State of Kansas, of the first part, and J. J. Hill, of Lawrence, Kansas of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand dollars and no/100 . . . (\$1000.00) 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, or 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:

East one half of Southwest quarter, Section Seventeen (17), Township Fourteen (14), Range Nineteen (19), Douglas County, Kansas.

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 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 a certain promissory note this day executed by the said parties of the first part to the said party of the second part said note being given for the sum of (\$1000.00) One Thousand dollars and no/100 DOLLARS, dated September 1, 1936, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of 25 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties 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, in favor of said mortgage, in the sum of No Insurance DOLLARS, in some insurance company satisfactory to said mortgage, in default whereof the said mortgage may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party 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 10 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 parties of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, or his executor, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the party of the second part, or his executor, 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, therebeshall be paid by the party making such sale, on demand, to the said parties of the first part heirs and assigns,

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

M. A. Childs
Pearl Childs

STATE OF KANSAS, }
Douglas County, } SS.

BE IT REMEMBERED, That on this 1 day of Sept. 1936 before me, the undersigned a Notary Public in and for said County and State, came M. A. Childs and Pearl Childs his wife, to me personally known to be the same person who executed the within 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.

C. B. Hosford
Notary Public.

(SEAL) My Commission expires June 26 1939

Recorded Sept. 1, 1936 at 3:30 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 2935

EXTENSION AGREEMENT AND COUPONS

April 26 1936

WHEREAS, ---- Julius Marks, Trustee, Sol Marks, the owner of a certain mortgage note of Three Thousand ---- Dollars, (\$3000.00), given by Anna J Rowlands to Watkins National Bank dated April 26th. 1928, and secured and the unpaid balance at this time being \$1600.00 by mortgage recorded in book 74 of mortgages, at page 294, in the office of Register of Deeds of Douglas County, Kansas, has agreed to extend the time of payment of said note to April 26th. 1941

NOW, in consideration of such extension Anna J Rowlands the present owner of the land conveyed in the above described mortgage, do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment, to the terms, recitals and conditions of said mortgage note hereinbefore mentioned, and to the provisions of said mortgage deed.

Anna J. Rowlands

Payments made on original note of \$3000.00 May 1-1933 500.00 Nov. 1-1933 250.00 May 2-1934 250.00 Nov. 7-1934 250.00 Nov. 4-1935 100.00 \$1400.00 Balance May 1-1936 \$1600.00

Recorded Sept. 2, 1936 at 1:00 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 772
Fee Paid \$4.00

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created is discharged.
As witness my hand this 24th day of August A.D. 1943
J. J. Hill
Register of Deeds

Recorded - August 24 1943
Harold A. Beck
Register of Deeds

491 assigned on book 86, page 493