

MORTGAGE RECORD 81

Receiving No. 1079

HOLCA

State of Kansas,
County of Douglas } ss.

This instrument was filed for record on the 3

day of September, 1935, at 10:40

o'clock A.M.

Harold R. Beck
Register of Deeds.

TO

HOME OWNERS' LOAN CORPORATION

THIS MORTGAGE, Made this 28th day of August, 1935, between

Frank Siebers and Catherine Siebers, his wife

and HOME OWNERS' LOAN CORPORATION, a United States corporation, Mortgagee,

WITNESSETH: That Mortgagor, for and in consideration of the sum of ~~Three Thousand Two hundred Ninety-eight~~ ^{And 56/100} Dollars, to him paid by Mortgagee, and the advancements hereinafter specified, does hereby mortgage and warrant to Mortgagee, the real property, situate in the County of Douglas, State of Kansas, described as:

Commencing at a point on the South side of Adams Street (now Fourteenth) in the City of Lawrence distant One hundred Eighty-seven and One-half (187½) feet West from the West line of Tennessee Street; thence running South One Hundred (100) feet; thence West Sixty-two and One-half (62½) feet; thence North One Hundred (100) feet; thence East Sixty-two and One-half (62½) feet to the place of beginning, all in the Southwest Quarter (SW¼) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20) in the City of Lawrence,

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is hereinafter designated as 'said property';

TO HAVE AND TO HOLD said property to Mortgagee forever;

FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date herewith, for the principal sum of ~~Three Thousand Two hundred Ninety-eight~~ ^{And 56/100} Dollars (\$ ~~3298.56~~ ⁵⁶), with interest at the rate of ~~5~~ per cent per annum, principal and interest payable in installments as therein provided, executed by Frank Siebers, Catherine Siebers, Louis F. Siebers, Harry L. Siebers and Paul A. Toohy in favor of Mortgagee;

II. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and

III. Performance of each covenant and agreement of Mortgagor herein contained.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable all taxes, assessments, charges and encumbrances with interest, which affect said property or this mortgage or the indebtedness hereby secured, including water charges, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments;

For return, see P-5-259