

MORTGAGE

THIS INDENTURE, Made this 2d. day of January in the year of our Lord one thousand nine hundred 1937 between Mamie Scott, a single woman of Baldwin, in the County of Douglas and State of Kansas, of the first part, and E. T. Emery of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of SIX HUNDRED DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does 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:

The South Thirty (30) acres of the West Forty (40) acres of the Northwest Quarter (¼), Section Nineteen (19), Township Fourteen (14) South of Range Twenty (20) East of the Sixth Principal Meridian, less right of way 15 feet wide across the South end thereof, in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she 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 she 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 SIX HUNDRED DOLLARS, according to the terms of a certain promissory note this day executed by the said party of the first part to the said party of the second part; said note being given for the sum of SIX HUNDRED DOLLARS, dated January 2d. 1937, 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 10 coupons of 16.00 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 party of the first part hereby agrees 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 of FOUR HUNDRED DOLLARS, 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 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 party 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, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, his 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 party making such sale, on demand, to the said party of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Mamie Scott

STATE OF KANSAS)
Douglas County, SS.

BE IT REMEMBERED, That on this 2 day of Jan 1937 before me, C. B. Hosford a Notary Public in and for said County and State, came Mamie Scott, single woman 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.

Recorded January 2, 1937 at 2:45 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 3626 A

MORTGAGE

Loan No. 61

Reg. No. 914
Fee paid \$4.50

THIS INDENTURE, Made this 31st day of December A. D. 1936 between Helen P. Bondeson and Andrew E. Bondeson, her husband of the city of Lawrence of Douglas County, in the State of Kansas, of the first part and The Ottawa Building and Loan Association of Ottawa, Franklin County, Kansas, of the second part,

WITNESSETH; That the said parties of the first part, in consideration of the sum of Eighteen Hundred and No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Beginning at the intersection of the South line of Adams Street with the East line of Vermont Street produced in the City of Lawrence, thence South 119 feet, thence East 65 feet, thence North 119 feet, thence West 65 feet to the point of beginning, all being in the Southwest Quarter (¼) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20), in 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, and warrant the title to the same.

PROVIDED, ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Eighteen Hundred and No/100 DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Ottawa Building and Loan Association, to be repaid in monthly installments of \$21.42 each, including both principal and interest. First payment of \$21.42 due on January 1, 1937, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

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 discharged.

A. D. 1937

Dec. 1937

day of

As witness my hand this

1937

Attest:

E. T. Emery

RECORDED
JAN 2 1937
HAROLD A. BECK
REGISTER OF DEEDS
DOUGLAS COUNTY, KANSAS

FILED
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