Receiving No. 4070 MORTGAGE RECORD 83 Reg. No. 1012 A Fee Paid \$7.50

MORTGAGE

THIS INDENTURE, Made this 22nd day of March in the year of our Lord one thousand nine hundred Thirty-seven between J. L. Sanders and Lucille Sanders, his wife and Burt Sanders and Margaret, his wife, of Lawrence, in the County of Cougles and State of Mansas, of the first part, and E. T. Emery of Lawrence, Kansas of the second part

WITNESSETH. That the said parties of the first part, in consideration of the sum of Three Thous and and no/100 - - - (33000) DOLLARS to them duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grent, bargein, soll 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 East one-half of the Northeast quarter of Section 7, and the East fifty-three and one-third acres of the North one-half of the Southerst Quarter of Section 7, all in Township thirteen (13), Range Nineteen (19) Douglas County, Kansas

with the appurtenences, 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 her of they are the lawful owners of the premises above granted and ceized of a most and indefeasible esta estati of they are the lawful owners of the premises above granted and seized of a need indefeesible estat of inheritance therein, free and clear of all incumbrances, and that they will warrent and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Three Thousand dollars . . DOLLARS, scoording to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part; said note be-ing given for the sum of three Thousand . . DOLLARS, dated Merch 22nd, 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 ten coupons of \$75.00 dollars each thereto attached. And this conveyance shall be void if such payments be made as in said note and coupons thereto attached, and as hereinfutor specifies and the sum of the site and the said arctic and coupons there are and and as hereinfutor specifies void if such payments be made as in soid note and coupens thereto attached, and as hereinniter specified And the soid parties of the first part hereby agree to rpay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured infavor of said mortgagee, in the sum of Two Thousand and no/100 . . (\$2000) DOLLARS, in some insurence comp-any satisfactory to said mortgagee, in default whereof the said mortgagee may get to taxes and accruing ponalties, intorests and coruing penalties, interest and costs, and insurence, shall, from the payment thereof be and become an additional lien under this mortgage, upon the tobre described premises and shall bear interest at the rate of 10 per cent, per annum. But if default be made in such payment 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 un-paid 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, SGFBH0^d part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part is 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, togetier with the costs and charge of making such assets and the overblus. If any there be hall be used by the parties making such sale. of making such sale, and the overplus, if any there be shall be paid by the parties making such sale, on derand, 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 seal the day and year last above written.

Signed, scaled and delivered in presence of Burt Sander Margaret Sanders

J. L. Sanders Lucille Sanders

STATE OF KANSAS,) DOUGLAS COUNTY,) SS.

Deeds. BE IT REMAMBERED, That on this 23rd day of March 1937 before me, C. B. Hosford a Notary Public in and for said County and State, came J. L. Sanders & Lucille, his wife and Burt Senders and Hargaret, his wife, to me personally known to be the same person who executed the within instrument of writing, and duly ac'nowledged 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

(SEAL) My Commission expires June 26, 1939.

Recorded March 25, 1937 at 1:05 P.M.

Wardel G. Berk Register of Deeds.

Notary Public

Receiving No. 4072~

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CONTRACT OF SALE

THIS CONTRACT, Made and entered into this first day of March, 1937, by and between Lois Burke and Esther Burke, both single, of Orlando, Florida, the parties of the first part, and C. W. McDermond and Gladys McDermond, his wife, of Lawrence, Kansas, parties of the second part;

WITNESSETH: The parties of the first part do hereby covenant and agree that if the parties of initial part shall first make the payments and perform the overname antegree that in the pertoes of the second part shall first make the payments and perform the overname hereinstrementioned in this instrument that the said parties of the first part will deed, convey, and assure to parties of the second part in fee simple by a good and sufficient marranty deed, together with abstract showing merch-antible title, the following described real estate in Dougles County, Kansas, to-wit:

Lot No. 209, Tennessee Street, Lawrence, Kansas.

The parties of the second part hereby covenant and agree to pay the parties of the first part, the sum of \$2400 in the following manner: \$400 cash in hand paid, the receipt of which is hereby ac-knowledged; \$100 on September first, 1937; and \$100 cach six months thereafter until the balance of the purchase price has been paid in full. The payments to be made on September first and March first of each year. The parties of the second part agree to pay in addition to the payments on the principal each six months, interest on any unpaid portion of the principal, at the rate of 5% per annum, payable semi-annually on the first of September and March, each year.

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