MORTGAGE RECORD 83

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first rart have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$1,000,00 payable in four installments as follows: \$250,00 Due November 1, 1937 \$250,00 Due November 1, 1938 \$250,00 Due May 1, 1938 \$250,00 Due May 1, 1938 \$250,00 Due May 1, 1938

\$250,00 DB May 1, 1958 With interest at ten per cent per annum after raturity until payment, both principal and interest pay-able at the office of THE CENTRAL TRUST CO. Topeka, Kansas, end it is distinctly understood and agreed that the note secured by this mortage is given for and in consideration of the services of THE CENTRAL TRUST CO., in securing a lean for said parties of the first part, which lean is secured by the mortage hereinbefore reforred to and excepted, and the said note does not represent any portion of the interest on said lean and is to be paid in full, regardless of whether said lean is paid wholly or partly before its reductive.

Not instant is to be paid in full, regardless of whother said ioun is paid model, it is naturity. NON, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, socording to the terns and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall rearin in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interestor principal of any prior mertgese, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assess ed and levid against said premises, or any part thereof, are not paid when the same are by law rade due and payable, then the whole of said sum or sums, and interest thereon, shall; by these presents, be-ocre due and payable at the option of said premises. In case of foreolours, said property may be sold with or without appraisement, and withour treeoiver, as the legal holder hereof ray eleor; and said legal holder raw recover interest at the rate of ten per ont per annum from the time of suc default in the payment of interest, or in any of the conditions of this contract. Said party of the second part ray, at its option, make any payments necessary to remove any outstanding title, lien, or and said legal notable may recover interest at the rate of the per cent per annul from the time of add default in the payment of interest, or in any of the conditions of this contrast. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estat and be secured by this metricage, and may be recovered with interest at the rate of ten per cent per enum in more sufficient of correlations. annum in any suit for foreclosure.

terms, conditions and provisions hereof, whether so expressed or not, shall apply to and The bind the resepctive parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular IN WITHESS WEREOF, The said parties of the first part have hereunto set their handsithe day and your first above written.

> R. R. Jackman MassaPy-Ry-Jackman Ruth Jackman, Wife

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STATE OF KANSAS, DOUGLAS COUNTY, 35.

BE IT REMEMBERED, That on this 17 day of May A.D. 1937, before no, the undersigned, a Notary, Public, in and for the County and State aforesaid, cano R. R. Jackman and Ruth Jackman his wife, who are personally known to no to be the same persons who executed the within instrument of writing, who such persons duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and

year last above written. Alvin L. Thiry Notary Public.

(SEAL) Commission expires Nov. 1 1937.

Recorded May 18, 1937 at 10:50 A.M.

Warold G. Seek Register of Deeds.

Receiving No. 4355A

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HORTGAGE

THIS INDENTURE, Made this 20th day of May in the year of our Lord one thousand nine hundred thirty-seven between Effie Fisher, a widow of Lawrence, in the County of Douglas and State of Kansas, of the first part, and 0.G. Colwell of the second part:

Une lirst part, and U.S. CONVEIL OF the Second part: WITNESSETH, That the said party of the first part, in consideration of the sum of Nine Hundrod and no/LOO. . (§900) DOLLARS to him 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 here and assigns forever, all that treat or parcel of land situated in the County of Douglas and State of Very country of Collem the work. Kansas, described as follows, to-wit:

Ransas, described as follows, to writ: "Lot 60, Kontuoky Street, Lawronce, Kansas." with the appurtenances, and all the estate, title and interest of the said party of the first part there in, And the said Party of the first part does hereby covenant and agree that at the delivory hereof she is the lawful owner of the promises above granted and seized of a good and indefeasible estate of in-horitarize therein, free and clear of all incumbrances, and that she will warrant and defend the same a-gainst all claims whatscover. This grant is intended as a mortgage to secure the payment of the sum of Nine Hundred and no/100 DOLLARS, according to the torns of a cortain promissory note this day executed by the said Effic Fisher to the said party of the second parts said note being given for the sum of NIN HUNDREDand no/100 DOLLARS, dated May 20, 1937, due and payable/Fivd year from date thereof, with interes thereon from the date thereof until paid according to the torns of said note . And this conveyance shall be void if such payment be made as insaid note and as hereinafter specified. And the said party of the sum of Cae Thoreye to pay all taxes accessed on said premises before any pomalties or costs shall source on account thereof, and to keep the said premises insured in favor of said nortgagee, in the sum of Cae Thousand and no/100 DOLLARS, in some insurance company satisfactory to esid mortgagee, in de fault whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and infault whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and in-sure the same at the expense of the party of the first part, and the expense of such taxes and accruin

sure the same at the expense of the party of the first part, and the expense of such taxes and according penalties, interest, and costs, and insurance, shall, from the payment thereof be ani become an addition al lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cont.per annum. But if default be made in such payment, or any part thereof, then this conveyance shallbecome absolute, and the whole principal of said note and interest thereon, then this conveyance shallbecome absolute, and the whole principal of said note and interest thereon, and all taxes and accord ing 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 for insurance, shall be due and payable or not, at the option of the party of the second part, and it shall be larful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the predises horeby granted, or any part thereof, in the manner preservibed by law, appraisement hereby waived or not, at the option of the party of the second part, then due according to the descend the remeast a winding the thereof in the according the according to the econd the moneys arising from such sale to retain the amount then due or to become due according to the con-ditions of this instrument, together with the costs and charges of raking such sale, and the overplus, in any there be, shall be paid by the party making such sale, on demand, to the said party of the first pa her heirs and assigns.