

DOUGLAS COUNTY

Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured against fire and tornado in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Three Thousand Dollars (\$3,000), for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property and may at his option pay any taxes or statutory liens against said property, all of which sums with five per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said parties of the first part are the lawful owners of the premises above granted and devised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Edwin M. Paxton
Esther Paxton

STATE OF KANSAS)
COUNTY OF DOUGLAS ss.

BE IT REMEMBERED, That on this 7th day of July, 1937, before me, the undersigned, a notary public in and for said County and State aforesaid, came EDWIN M. PAXTON and ESTHER PAXTON, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

LaVeta Madden.

(SEAL) My commission expires Oct. 2, 1937.

Notary Public in and for said County and State.

Recorded July 10, 1937 at 1:15 P.M.

Register of Deeds.

MORTGAGE

THIS MORTGAGE, made the 10th day of July, A.D. 1937, Between Rosemary Ketcham, a single woman of the City of Lawrence, in the County of Douglas and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark and State of New Jersey, party of the second part,

WITNESSETH: That whereas the said party of the first part is justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of Fifty Four Hundred and No/100 - DOLLARS, to secure the payment of which she has executed her promissory note, of even date herewith for the principal sum of Fifty Four hundred and No/100 - DOLLARS, with interest from date at the rate of 5% per centum per annum, payable monthly; being an installment note by the terms of which the said party of the first part agrees to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of Twenty-seven and No/100 - DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each installment of principal at the rate of 5% per centum per annum on the balance of principal of said note remaining unpaid on the said first day of each month, and to pay the balance of principal of said note of the first day of March, 1954.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INSTRUMENT WITNESSETH: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

Lot No. 8 in Block 2 in West Hills, a residence District, adjacent to the City of Lawrence, Douglas County, Kansas, according to the recorded Plat thereof.

And the said party of the first part expressly agrees to pay all installments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said land, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the party of the first part will pay such taxes or assessments when the same become due and payable; and that she will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said party of the first part further agrees to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any installment of principal of said note or any installment of interest thereon or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party of assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the option of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said party in payment as aforesaid; and it shall not be necessary for said party of the second part

Reg. No. 1128 Receiving No. 4584 A
Fee Paid \$13.50

MORTGAGE

The amount secured by this mortgage is hereby acknowledged and the same is hereby acknowledged by the undersigned, Rosemary Ketcham, and the undersigned, Edwin M. Paxton and Esther Paxton, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

1937 Release
was written
on the original
Mortgage &
entered
the 22nd day
of July, 1937
at Lawrence, Mo.
H. H. Hinesman
Notary Public
Douglas County, Mo.