

MORTGAGE RECORD 83

185

Receiving No. 4597

MORTGAGE

Ref. No. 1151
Reg. Fee \$1.00

THIS INDENTURE, Made this 30th day of July 1937 between Helen M. Abele and L. G. Abele, her husband of Douglas County, in the State of Kansas of the first part, and Georgia C. Wolf of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Hundred and no/100. (\$400) DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

"Lot One hundred twenty-eight Tennessee St., (126) City of Lawrence, 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:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said The parties of the first part have this day executed and delivered a certain promissory note to said party of the second part, for the sum of Four Hundred and no/100. (\$400) DOLLARS, bearing even date herewith, payable at Kansas, in equal installments, of Ten Dollars and no/100. DOLLARS each, the first installment payable on the First day of September 1937, the second installment on the First day of October 1937, and one installment on the First days of each month thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$1000 with interest thereon at the rate of per cent, payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisalment waived at option of mortgagee.

Now if said Parties of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances except a certain first mortgage in the sum of (\$1000) One Thousand Dollars, to The Lawrence Building and Loan Ass'n. of Lawrence, Kansas, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands 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.

Helen M. Abele
Leon G. Abele

STATE OF KANSAS,)
DOUGLAS COUNTY,) ss.

BE IT REMEMBERED, That on this 30th day of July A.D. 1937 before me C.B. Hosford, a Notary Public in and for said County and State, came Helen M. Abele and L.G. Abele, her husband 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.

(SEAL) My Commission Expires June 26 1939.

C. B. Hosford
Notary Public.

Recorded August 2, 1937, at 10:00 A.M.

Register of Deeds.

Receiving No. 4599

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by W.A. Rea and Helen Rea, his wife dated the 4th day of September, A.D. 1934, which is recorded in Book 82 of Mortgages, page 7, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 20th day of July, A. D. 1937.

M. E. Hamer

STATE OF Ohio,)
Erie County,) ss.

BE IT REMEMBERED, That on this 22nd day of July A.D. 1937 before me Marian Ochs a Notary Public in and for said County and State, came M. E. Hamer to me personally known to be the same person who executed the foregoing 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.

(SEAL) MARIAN OCHS
Notary Public
My Commission Expires Feb. 26, 1938
My Commission Expires Feb. 26, 1938

Marian Ochs
Notary Public.

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

Register of Deeds.

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 is discharged.
 As witness my hand this 28th day of April, 1941.
 Attest:
 Georgia C. Wolf