

## DOUGLAS COUNTY

Reg. No. 1199  
Fee Paid \$0.75

Receiving No. 4827

## MORTGAGE

THIS INDENTURE, Made this 30th. day of August in the year of our Lord one thousand nine hundred thirty seven between Mortemer Brown (single) in the County of Shawnee and State of Kansas, of the first part, and D. R. Myers of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Hundred Fifty and no/100 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, her 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:

Lot 141 on New York Street, Lawrence, Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mortemer Brown does hereby covenant and agree that at the delivery hereof he is 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, no exception, and that he 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 Three Hundred Fifty and no/100 DOLLARS, according to the terms of his one certain promissory note this day executed by the said Mortemer Brown to the said party of the second part; said note being given for the sum of Three Hundred Fifty and no/100 DOLLARS, dated August 30, 1937 due and payable in 9-1-40 with interest thereon from the date thereof until paid, according to the terms of said note.

And this conveyance shall be void if such payment be made as in said note, and as is 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 One Thousand and no/100 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 ten 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, her executors and administrators and 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, her 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 Mortemer Brown, his heirs or assigns.

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

Mortemer Brown

STATE OF KANSAS SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 30th day of August, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mortemer Brown (single) to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

L.B. Myers  
L. B. Myers Topeka, Kansas  
Notary Public

(SEAL) (My commission expires December 14, 1938)

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

Harold A. Beck Register of Deeds.

Reg. No. 1201  
Fee Paid \$1.25

Receiving No. 4833

## MORTGAGE

THIS INDENTURE, Made this 1st day of September in the year of our Lord one thousand nine hundred and thirty seven, between Ethel Reddell and M. E. Reddell, husband and wife of Wellsville, in the County of Douglas and State of Kansas parties of the first part, and The Wellsville Bank party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$500.00 Five Hundred & No/100 - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part their 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 West one-half of the Southeast Quarter of Section Ten (10), Township Fifteen (15), Range Twenty-one (21), containing eighty (80) acres more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$500.00 Five Hundred & No/100 - - DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of Sept. 1942, to the order of said second party their heirs or assigns.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said parties of the second part their executors, administrators and assigns,

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:  
Received of Mortemer Brown the sum of Three hundred fifty and no/100 Dollars, in full satisfaction of the within Mortgage.  
L.B. Myers

Recorded - July 16 - 1940  
Harold A. Beck Register of Deeds

This mortgage was written on the original mortgage and entered in the Register of Deeds on the 10th day of December 1937.  
The Wellsville Bank  
N.E. Carter  
Cashier