

Receiving No. 4890.

M O R T G A G E

THIS INDENTURE, Made this 7th day of September 1937 between Solon T. and Gladys B. Emery of Douglas County, in the State of Kansas of the first part, and H. M. Stucker 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 Twenty-five Hundred and no/100--DOLLARS, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

West Seventy feet (70) Lot seven (7) Block two (2) Oread Addition to the City of Lawrence
Douglas County 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 Solon T. Emery has this day executed and delivered a certain promissory note to said party of the second part, for the sum of Twenty-five hundred and no/100--DOLLARS, bearing even date herewith, payable at Lawrence Kansas in equal installments, of ANY--DOLLARS, each, the first installment payable on the 15th day of October 1937, the second installment on the day of 19, and one installment on the days of and in each year 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 \$8000 with interest thereon at the rate of five per cent, payable monthly annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or if 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. Appraisement waived at option of mortgagor.

Now if said Solon T. Emery shall pay or cause to be paid to said party of the second part, his 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 them and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they 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 first mortgage as stated above 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 hand the day and year first above written.

Solon T. Emery
Gladys B. Emery

STATE OF KANSAS)
Douglas County,) SS.

BE IT REMEMBERED, that on this 7th day of Sept A.D.1937 before me, S.A.Wood, a Notary Public in and for said County and State, came Solon T.Emery and Gladys B. Emery his wife 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.

S. A. Wood
Notary Public.

(SEAL) My Commission Expires April 10, 1941

Recorded September 16, 1937 at 11:30 A.M.

Wanda Beck Register of Deeds

Receiving No. 4891^

M O R T G A G E

THIS INDENTURE, Made this thirteenth day of September in the year of our Lord nineteen hundred and thirty-seven (1937) by and between Margaret Gladys Graeber Lowman and William K. Lowman, her husband Carl Howard Graeber; and Dorothy Eleanor Graeber Woestemeyer and Armin E. Woestemeyer, her husband, of the County of Douglas and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of THIRTY-SIX HUNDRED \$3,600.00, DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit: Beginning at the Southeast corner of the Southwest Quarter (2) of the Southeast Quarter (2) of Section One (1), Township Thirteen (13), South of Range Nineteen (19) East of the Sixth P.M.; thence West 60 rods; thence north 40 rods; thence West 8 rods; thence North 40 rods; thence East 20 rods; thence South 20 rods; thence East 8 rods; thence North 20 rods; thence East 2 rods; thence South 40 rods; thence East 38 rods; thence South 40 rods to place of beginning; containing 21 1/2 acres, more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always and these presents are upon the following agreements, covenants and conditions;

Reg. No. 1219
Fee Paid \$6.25

the mortgage is hereby released,
Wm. D. Buckley
By Joseph T. Sullivan
his Attorney in fact

THE FOLLOWING
HAS BEEN RETURNED
TO THE ORIGINAL
OWNER BY THE
LIBRARY :

Howe entered
Pat. No. day
of June 1908
March 1908