

MORTGAGE RECORD 83

gage and bear interest at the rate of ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest due date, in accordance however with the terms of such privilege as set forth in said note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Clarence S. Edmonds
Ina June Edmonds

STATE OF KANSAS,
County of Douglas)ss:

Be it remembered, that on this 22nd day of September, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clarence S. Edmonds and Ina June Edmonds, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such person 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.

Arthur S. Peck Notary Public
Douglas County, Kansas.

(SEAL) Term expires 10/3, 1940

Recorded September 22, 1937 at 3:10 P. M.

Harold A. Beck

Register of Deeds

Receiving No. 4929

M O R T G A G E

Reg. No. 1225
Fee Paid \$0.75

THIS INDENTURE, Made this 10th day of September, in the year of our Lord one thousand nine hundred Thirty Seven, between Mamie E. Howard a widow in the County of Douglas and State of Kansas, of the first part, and George F. Johnson, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Hundred and no/100 - - DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do Grant, bargain, sell and mortgage to the said party of the second part, his 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 No. Fifteen (15), Maple Lawn, an addition to the City of Lawrence Kansas.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Mamie E. Howard a widow does hereby covenant and agree that at the delivery hereof she 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, and that she 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 and no/100 - - DOLLARS, according to the terms of One - - certain promissory note this day executed by the said Mamie E. Howard a widow to the said party of the second part; said note being given for the sum of Three Hundred and no/100 - - DOLLARS, dated September 10th, 1937, due and payable in Six - - years from Aug. 1st, 37 with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree 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 Three Hundred 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 part 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 part 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 part of the second part; and it shall be lawful for the party of the second part, his 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-appraisal hereby waived or not, at the option of the party of the second part, his executors, administrator, 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 part making such sale, to the said first party her heirs or assigns.

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

Mamie E. Howard

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 15th day of September, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mamie E. Howard a widow, 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.

(N.P.)

S. V. Firestone

(SEAL) (My commission expires July 20th, 1937)

Recorded September 23, 1937 at 10:00 A.M.

Harold A. Beck

Register of Deeds

RECORDED
October 14, 1937
300.00
Mamie E. Howard
Three Hundred
Dollars
Shawnee County, Mo.
George F. Johnson