

MORTGAGE RECORD 83

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second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage 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 part of the first part; otherwise to remain in full force and virtue.

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

Minnie M. Collins

State of COLORADO)
and County of Boulder)ss:

Be It Remembered, that on this 11th day of October, A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MINNIE M. COLLINS, a widow, who is personally known to me to be the same person 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.

Anna P. Wetterberg
Notary Public, Boulder County, Colo.

(SEAL) Term expires Feb. 1, 1940

Recorded October 15, 1937 at 1:05 P.M.

Harold A. Beck Register of Deeds

Receiving No. 5971

MORTGAGE

Reg. No. 1254 ~
Fee Paid \$2.25

THIS INDENTURE, Made this 1st day of January A.D. 1938 between Elmer E. Larsen and Corinne Larsen (his wife) of Douglas County, in the State of Kansas, of the first part, and Lulu E. Hartman and L. A. Hartman (her husband) of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Eleven Hundred Fifty and 94/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said parties of the second part, their heirs and assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Lots Numbered Seven (7) Lot Numbered Thirteen (13) and Lot Numbered Fourteen (14) in Addition One (1) in that part of the City of Lawrence, formerly known as North 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 Elmer E. Larsen and Corinne Larsen have this day executed and delivered one certain promissory note in writing to said parties of the second part, of which the following is a copy,

\$1150.94

January 1st 1936

Five Years after date we promise to pay to the order of Lulu E. Hartman and L. A. Hartman Eleven Hundred Fifty and 94/100 Dollars Payable at Topeka, Kansas with interest at the rate of 6 per cent per annum from date until paid, Interest payable Semi-Annually.

Value received

Jan. 1st 1936 Credit \$50.00 on Note

No. Due July and Jan. 1st

\$1150.94

January 1st 1936

Five Years after date we promise to pay to the order of Lulu E. Hartman and L. A. Hartman Eleven Hundred Fifty and 94/100 Dollars, Payable at Topeka, Kansas with interest at the rate of 6 per cent per annum from date until paid. Interest payable Semi-annually

Value received

Elmer E. Larsen
Corinne Larsen

No. Due July and Jan. 1st

Jan 1st 1936 Credit 50.00
Jan 1st 1937 King 50.00
" 1 " 1937-2 Rings 125.00
225.00

NOW, If said parties of the first part shall pay or cease to be paid to said parties of the second part, their 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, or 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, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

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

Elmer E. Larsen
Corinne Larsen

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 30th day of January, A.D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Corinne Larsen, wife of Elmer E. Larsen who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

Reg. No. 1254 ~
Fee Paid \$2.25
THIS DOCUMENT IS TO BE FILED IN THE REGISTRY OF DEEDS OF DOUGLAS COUNTY, KANSAS
May 8th 1943 - 19
Received of Elmer E. Larsen and Corinne Larsen the sum of Eleven Hundred Fifty and 94/100 (\$1150.94) and promissory note in full satisfaction of the within Mortgage
Lulu E. Hartman
L. A. Hartman
Notary Public
1943-12-12
\$1150.94
Harold A. Beck
Register of Deeds