

MORTGAGE RECORD 83

263

(The following is the copy of the note referred to in paragraph FIRST of mortgage recorded on pages 261 and 262.)

FIRST REAL ESTATE NOTE

\$1750.00

Dated at Lawrence, Kansas, this first day of November, 1937. Ten years after date, for value received, I promise to pay to the order of The Victory Life Insurance Company, Topeka, Kansas, the sum of Seven-teen Hundred Fifty and no/100 Dollars with interest at the rate of Five per cent (5%) per annum after date until paid, principal and interest to be paid monthly in the amount of \$18.56, beginning December 1, 1937, and on the first day of each calendar month thereafter until said note with interest has been paid in full. Privilege is given to make additional payments on the principal of this loan on the first day of any month; however, said additional payments, prior to November 1, 1938, shall not exceed the sum of \$50.00 per month. After November 1, 1938, any additional amount may be paid. This note is given in connection with a real estate mortgage of even date, covering the following described property:

Lot Three in Block Two of University Place, an addition to the City of Lawrence, Douglas County, Kansas.

(Signed) R. E. Lawrence
Catherine C. Lawrence

Witness : Sue Reeve

Receiving No. 5307 ~

COUPON MORTGAGE

THIS INDENTURE, Made this third day of December in the year of our Lord one thousand nine hundred and thirty-seven between Carl A Preyer and Frances H Preyer, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and J M Neville of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of \$1511.42 DOLLARS to then duly paid, the receipt of which is hereby acknowledged, have 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:

South ten feet of Lot 155 All of lot 157 and North half of Lot 159 all on Tennessee Street, Lawrence, county and state aforesaid.

with the appurtenances, and all the estate, title and interest of the said parties of the first part thereon. And the said Carl A Preyer and Frances H Preyer 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, and that they 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 \$1511.42 DOLLARS, according to the terms of one certain promissory note this day executed by the said . . . to the said party of the second part; said note being given for the sum of \$1511.42 DOLLARS, dated Dec. 3, 1937, due and payable in 4 year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 16 coupons of . . . dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party 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 . . . Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests 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 10 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 cost thereon remaining unpaid or which may have been paid by the part..of the second part, and all sums paid by the part..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 part..of the second part, . . . executors, administrators or 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 part..of the second part, . . . executors 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, on demand, to the said . . . heirs and assigns.

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

Carl A. Preyer
Frances H. Preyer

STATE OF KANSAS,)
Douglas County,) ss.

BE IT REMEMBERED, That on this 8th day of December A.D. 1937 before me, Eva H. Neville, a Notary Public in and for said County and State, came Carl A Preyer and Frances H Preyer his wife to me personally known to be the same persons 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 Oct. 14, 1939

Eva H Neville
Notary Public.

Recorded December 9, 1937 at 2:20 P.M.

Ward A. Allen 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 hereby created is hereby

As witness my hand this 16th day of January A. D. 1939

Attest:

Eva H. Neville, widow and sole heir of the late J. M. Neville

This Release was written on the original No 18464 this 22 day of January 1939
Ward A. Allen
Register of Deeds.