

DOUGLAS COUNTY

law and in equity against the said party of the first part her heirs and assigns, and all other persons claiming the premises aforesaid, or any part thereof, by, from, through or under the said party of the first part or any of them; the holder or holders of said Note may become the purchaser of said property, or any part thereof; the said party of the first part to pay all costs of this trust, including all moneys advanced for taxes, insurance, and other liens or assessments, with interest thereon at ten per cent per annum and upon demand by the person or persons holding the said certificate or certificates of purchase when said demand is made and time for redemption has expired without redemption having been made, or upon demand made by a subsequent encumbrancer who has made redemption of such property or any part thereof (or by his then successor or successors in interest) and who has, by virtue of the statute in such cases made and provided become entitled to a deed or deeds therefor, after the time for redemption has elapsed, to make, execute, acknowledge and deliver to any such person or persons so legally entitled thereto good and sufficient deed or deeds of conveyance in proper form, to and for the lands, tenements and tenements so sold, including and conveying all the right, title, benefit, and equity of redemption of the said party of the first part her heirs, executors, administrators and assigns therein.

And the said Margaret Deatherage for herself, her heirs, executors, and administrators covenants and agrees to and with the said party of the second part, and his successors as Public Trustee, that at the time of the enrolling and delivery of these presents she is well seized of said premises in fee simple, and has good right, full power and lawful authority to grant, bargain and sell the same in the manner and form as aforesaid, hereby fully and absolutely waiving and releasing all rights and claims she may have in or to said described premises as a HOMESTEAD EXEMPTION, under and by virtue of any Act of the General Assembly of the State of Colorado, now existing, or which may hereafter be passed in relation thereto, and that the same are clear of all liens and encumbrances whatever, except as herein specified, viz.: and that the undersigned will pay all taxes and assessments levied or assessed against said premises up to the time the said Note shall become due and payable, or shall have been paid in full.

AND IT IS FURTHER STIPULATED AND AGREED That in case of default in any of the said payments of principal or interest as aforesaid, or of a breach of any of the covenants or agreements herein, then and in that case the whole of said principal sum hereby secured, and the interest to the time of sale according to the tenor and effect of said indebtedness, shall and may at once become due and payable, anything in said Note to the contrary notwithstanding, and the said premises to be sold in like manner and with the same effect as if the said indebtedness had matured.

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

Margaret Deatherage

STATE OF COLORADO, }
COUNTY OF PUEBLO, } ss.

The foregoing instrument was acknowledged before me this seventh day of April, 1938, by Margaret Deatherage

Witness my hand and official seal
My Commission Expires Sept. 15, 1940

Arthur C. Leach
Notary Public.

(SEAL)

Recorded April 14, 1938 at 1:25 P.M.

David A. Beck Register of Deeds.

Reg. No. 1423 ✓
Fee Paid \$6.75

Receiving No. 5944 <

MORTGAGE

THIS INDENTURE, Made this 13th day of April, 1938, by and between Earl V. Marriott and his wife, Ethel Marriott of Lawrence, Kansas. Mortgagor, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Twenty Three Hundred and no/100 - Dollars (\$2300.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot No. One Hundred Fourteen (114) on Kentucky Street, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screened doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whosesoever.

This mortgage is given to secure the payment of the principal sum of Twenty Three Hundred and no/100 Dollars (\$2300.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Douglas County Building and Loan Association in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifteen and 18/100 Dollars (\$15.18), commencing on the first day of June, 1938, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1958.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the Nation-