

MORTGAGE RECORD 83

STATE OF KANSAS)
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this 3rd day of June, 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared John H. White and wife, Bertha C. White to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires January 13th, 1940

John C. Enick
Notary Public.

Recorded June 4, 1938 at 8:45 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 6088 L

Reg. No. 1490
Fee Paid \$2.75

COUPON MORTGAGE

THIS INDENTURE, Made this 3rd day of June in the year of our Lord one thousand nine hundred Thirty-eight between Ora E. Ince and E. L. Ince, her husband of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Lela M. Whiteford Lawrence, Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eleven Hundred and no/100 -- (\$1100) 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, her 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 61, Louisiana Street, City of Lawrence, Kansas".

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Parties of the first part 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 Eleven Hundred Dollars (\$1100) DOLLARS, according to the terms of a certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note bearing given for the sum of Eleven Hundred Dollars . . . (\$1100) DOLLARS, dated June 3rd 1938, due and payable in five year. From date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of \$35.00 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 parties 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 Eleven Hundred and no/100 . . . (\$1100) 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 parties 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 costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable at not at the option of the party of the second part; and it shall be lawful for the party of the second party, executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner proscribed by law, appraisement hereby waived or not, at the option of the party of the second party, executors, administrators 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 parties making such sale, on demand, to the said Parties of the first part 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.

Ora E. Ince
E. L. Ince

STATE OF KANSAS,)
DOUGLAS County,) ss.

Be It Remembered, That on this 3rd day of June 1938 before me, C. B. Hosford a Notary Public in and for said County and State, came Ora E. Ince and E. L. Ince, her husband 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.

(SEAL) My Commission expires June 26, 1939

C. B. Hosford
Notary Public.

Recorded June 4, 1938 at 2:15 P.M.

Harold A. Beck Register of Deeds

This release
is the original
mortgage
being returned
to the
mortgagee
and the
mortgagee
is hereby
released
from all
liability
thereon
and the
mortgagee
is hereby
released
from all
liability
thereon

Copy being made by
and by the County Clerk
and the County Clerk
is hereby released
from all liability
thereon and the
mortgagee is hereby
released from all
liability thereon
and the mortgagee
is hereby released
from all liability
thereon