MORTGAGE RECORD 83

being the intention of the parties hereto that this nortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part however evidenced, whether by note, check, receipt, or bock account, and to remain in full force and effect be-tween the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, wit interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due end payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner preseribed hy law, and out of all the monoys arising from such sales to retain the amount then due for the principal and interest, togethicr with the cost and charges of making such sale, and the overplus, if any there be shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns. and assigns.

IN MITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above witten. Fred V. Leris

STATE OF FANSAS) 351 ouglas County,

0

141.44

119.44

Í

.

Be it Remembered, That on this 1st day of December A.D. 1937 before me, the undersigned, a Notary Public, in and for seid County and State, came Fred V. Lewis and Anna V. Lewis, his wife to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same

IN WITNESS WHEREOF, I have hereunto subscribed my mame and affixed my official seal on the day and year last above written. F. C. Whipple Notary Public.

(SEAL) My Commission Expires Jan. 27, 1939.

Recorded September 12, 1938 at 11:10 A.M.

An all a. Best Register of Deeds.

Anna Myrtle Lewis

Receiving No. 6653 /

MORTGAGE

THIS INDENTURE, Made this twelfth day of Saptember, 1938, by and between Leonard A. Guiles and Anna M. Guiles, his wife, of Lawrence, Kansas, Kortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of The Sate of Kansas, Mortgagee: WITKESSENH, That the Mortgagor, for and in consideration of the sum of Twenty-two hundred and no/1007 Dollars (\$2200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and war-rant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, sit-uated in the County of Douglas, State of Kansas, to wit: For heargumentee

Beginning at a point 984 feet South and 505 feet East of the Northwest corner of the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20), said point being on the North line of Forrest Avenue, thence Best along the North line of Forrest Avenue parallel with the North line of Section Six, 122 feet, thence North parallel with the Mest line of the North-east Quarter of said Section Six, 104 feet, thence Most 22 feet, thence South 104 feet to the place of beginning, said tract of land being Lots Nos. Ten (10) and Eleven (11) of Anderson's Subdivision adjoining the City of Lawrence, in Dougles County, Kanses.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, here-ditements and appurtenances thereants belonging, and the rents, issues and profits thereof; and also all apparatus, mabhinory, fixtures, chattels, furnaces, hestors, ranges, mantles, gas and electric light fix tures ,elevators, soreens, soreen doors, armings, blinds and all other fixtures of whatever kind and

tures solvators, soreens, soreen coors, awaings, binds and air other interes of waters in the solution of the forever

And the Mortgagor covenants with the Mortgagos that he is lawfully seized in fee of the premises hereby convoyed, that he has good right to sell and convey the same, as aforesaid, and that he will war rant and defend the title thereto forever against the claims and demands of all persons whomscover. Inal rant and defend the title thereto forevor against the claims and defands of all persons whomsoover. This mortgage is given to secure the payment of the principal sum of twenty-two hundred and no/100 Dollars (\$2200.00), as evidenced by a cortain promissory note of even date herewith, the terns of which g 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 First National Bank of Lawrence, in Lawrence, Karsas, or at such other place as the holder of the note may designate in Zwriting, in monthly installments of twenty-three and 34/100 Dollars (\$23.34); commencing on the first day of October, 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 sconer paid, shall be the Mortgagor covenants and agrees as follows: 1. That he will prompty pay the principal of and interest on the indebtedness evidenced by the The origination of the second endorsed on l.

The Mortgager 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 hherein provided. Frivilage is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are nat due on the note, on the first day of any month prior to maturity provided, however, that written notice of an in-tention to excreise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the dobt is paid in full prior to maturity and at that time it is insured undar the provisions of the National Housing Aat. he will pay to the Grantee an adjusted premium charge of ordo-per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted pre-mium exceed the aggregate amount of promium charges finde how been payable if the mortgage had onotimed to be insured until maturity; such payment to be applied by the Grantee upon its obligation to 2. That, together with, and in dddition tô, the monthly payments of principal and interest paywill of wider the terms of the note secured hereby, the Mortgager will pay to the Mortgagee until the said note of is following sums:

457

1616, Fee Paid \$5.50

654

) ...

Act aires

1 Hannel the Register. ocietion. ull and L In

5

paid i

in Cord

case it of 1 to rele

The debt secured by of Deeds is authorized

The state