

MORTGAGE RECORD 85

sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its successors or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Paul H. Selzer
Zella Selzer

STATE OF KANSAS, }
Douglas County, } ss.

Be it Remembered, That on this 21st day of October A.D. 1939 before me, W M Clark, a Notary Public in and for said County and State, came Paul H Selzer and Zella Selzer, husband and 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 name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires May 15 1943

W M Clark
Notary Public.

Recorded October 23, 1939 at 10:35 A.M.

Register of Deeds

Receiving No. 8897 <

MORTGAGE

Reg. No. 2099 < THIS INDENTURE, Made this 25th day of October in the year of our Lord one thousand nine hundred Thirty-nine between Rae Warner and Lillian Warner, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and C. F. O'Bryon of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Twelve Hundred Fifty and no/100 DOLLARS to them 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:

"West One-half (1/2) Lot eight (8), Block Nine (9), Lanes First Addition to the City of Lawrence."

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 Twelve Hundred Fifty and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Parties of the first part to the said party of the second part; said note being given for the sum of Twelve Hundred Fifty (\$1250.) DOLLARS, dated October 25, 1939, due and payable in Three year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 6 coupons of \$7.50 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 Twelve Hundred Fifty and no/100 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 cost 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 or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, his executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, his 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 seals the day and year last above written.

Rae Warner.
Lillian Warner

STATE OF KANSAS, }
Douglas County, } ss.

Be it Remembered, That on this 25th day of Oct A.D. 1939 before me, C. B. Hosford, a Notary Public in and for said County and State, came Rae Warner and Lillian Warner his wife 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 1943

C. B. Hosford
Notary Public.

Recorded October 25, 1939 at 3:30 P.M.

Register of Deeds