

MORTGAGE RECORD 85

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Don D. Haworth
Garret M. Haworth

STATE OF KANSAS,)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this thirtieth day of December, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Don D. Haworth and Garret M. Haworth, his wife, 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 September 17, 1941

E B Martin
Notary Public.

Recorded January 5, 1940 at 8:40 A.M.

N. A. Beck Register of Deeds

Reg. No. 2156

Receiving No. 9286

Fee Paid \$2.25

MORTGAGE

THIS INDENTURE, Made this 30th day of December 1939 between Harvey M Booth and Helen E Booth his wife of Douglas County, in the State of Kansas of the first part, and The Baldwin State Bank of Baldwin City of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine hundred DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots Numbered 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155 and 156, on Indiana Street Baldwin City Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Harvey M Booth and Helen E Booth have this day executed and delivered one certain promissory note to said party of the second part for the sum of Nine hundred DOLLARS, bearing even date herewith, payable at Baldwin State Bank, Baldwin City Kansas, in equal installments of Twenty DOLLARS each, the first installment payable on the 1st day of February 1940, the second installment on the 1st day of March 1940 and one installment on the 1st day of each month thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said Harvey M Booth and Helen E Booth shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or 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 party 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, executors, administrators 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.

STATE OF KANSAS,)
Douglas County,) ss:

BE IT REMEMBERED, That on this 3rd day of January A.D. 1940 before me, W M Clark, a Notary Public in and for said County and State, came Harvey M Booth and Helen E Booth, husband and wife to me personally known to be the same person 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 18 1943

Harvey M Booth
Helen E. Booth

W M Clark
Notary Public.

Recorded January 5, 1940 at 10:00 A.M.

N. A. Beck 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 thereby created discharged.
As witness my hand this 16 day of Nov. 1942.
Attest:
Bellevue State Bank
124 S. 10th, Topeka, Kan.

Recorded Nov. 17, 1942
N. A. Beck
Register of Deeds