

## MORTGAGE RECORD 85

Receiving No. 9537 &lt;

MORTGAGE

Reg. No. 2201 &lt;

Fee Paid \$3.75

THIS INDENTURE, Made this 1st day of March in the year of our Lord one thousand nine hundred and Forty between Homer O. Gibson and Mattie A. Gibson, his wife of Baldwin, in the County of Douglas and State of Kansas of the first part, and J.S. Haynes and Nora Haynes, his wife party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Fifteen Hundred 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 parties of the second part, their 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:

The Southwest quarter (SW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section seven (7) Township fifteen (15) Range nineteen (19)

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 encumbrances. Fifth party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than

Dollars each, and shall deliver the policies to said second party, and should said first party, neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred and no/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said part of the first part and payable on the first day of March 1945, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of ten interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Peoples National Bank of Ottawa, Kansas. And this conveyance shall be void if such payment be made as herein specified.

But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, 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 first parties or their heirs and assigns.

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

Homer O Gibson  
Mattie A Gibson

STATE OF KANSAS, )  
Franklin County, ) ss.

Be it Remembered, That on this 29 day of Feb. A.D., 1940, before me, a Notary Public in and for said County and State, came Homer O Gibson and Mattie A Gibson to me personally known to be the same persons who executed the foregoing instrument, 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) Commission expires on the 26 day of April 1941

J G Spears  
Notary Public

Recorded March 2, 1940 at 9:50 A.M.

*Norval A. Rice* Register of Deeds

235 of 1111  
in the original  
Mortgage  
filed  
this 29th day  
of Feb. 1940  
at Ottawa, Kan.  
Notary Public  
J G Spears  
Reg. of Deeds

Receiving No. 9541 &lt;

MORTGAGE

Reg. No. 2203 &lt;

Fee Paid \$6.75

THIS INDENTURE, Made this 26th day of February, 1940, by and between Ray E. Lawrence and Catherine C. Lawrence, his wife of Jackson County, Missouri, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00), 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 Three (3), Block Two (2) in University Place, an Addition to 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, screens, screen 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 whomsoever.

This mortgage is given to secure the payment of the principal sum of Two Thousand Seven Hundred and 00/100 Dollars (\$2,700.00), as evidenced by a certain promissory note of even date herewith, the terms