

MORTGAGE RECORD 85

Receiving No. 9860

MORTGAGE

Ref. No. 2248

Fee Paid \$13.75

THIS MORTGAGE, Made this 26th day of February in the year of Our Lord One Thousand Nine Hundred Forty by and between FRITHJOF H. ELVIG and GRACE MORRISON ELVIG, HUSBAND AND WIFE of the County of Douglas and State of Kansas parties of the first part, and RAY H. SHACKELFORD and MARY O. SHACKELFORD, HUSBAND AND WIFE parties of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of One Dollar and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

The West Fifty (50) Feet of Lot numbered Four (4) and the East Fifteen (15) Feet of Lot Five (5) in Block Two (2), West Hills, a Residence District adjacent to the City of Lawrence in Douglas County, Kansas.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, FRITHJOF H. ELVIG and GRACE MORRISON ELVIG the said part of the first part ha this day made, executed and delivered to the said parties of the second part their promissory Note of even date herewith, as follows:

\$5500.00

C O P Y

February 26, 1940

For value received we promise to pay Ray H. Shackelford and Mary O. Shackelford or order, the sum of Fifty-five Hundred & No/100 Dollars, at Plaza Bank of Commerce, Kansas City, Missouri in monthly installments, payable as follows, to-wit: Fifty (\$50.00) dollars on the 1st day of June 1940, and Fifty (\$50.00) dollars on the 1st day of each succeeding month thereafter, until the whole sum named is fully paid, with interest from this date at the rate of 5 per cent per annum. The interest on each installment and the interest on the unpaid balance of the principal sum are to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once. Privilege is given to pay two or more installments at any time.

FRITHJOF H. ELVIG
GRACE MORRISON ELVIG

This Note is Secured by First Mortgage on W. 50 ft. of Lot 4 and E. 15 ft. Lot 5 in Block 2 West Hills, Lawrence, Kansas

for the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at and bear interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, if the said FRITHJOF H. ELVIG and GRACE MORRISON ELVIG shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Fifty-five Hundred Dollars, for the benefit of the said parties of the second part or his assigns; and in default thereof said parties of the second part may at his option effect such insurance in own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said Frithjof H. Elvig and Grace Morrison Elvig 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 incumbrance and that they will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever; against the lawful claim 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.

Frithjof H. Elvig
Grace Morrison Elvig

State of Kansas,)
County of Douglas,) SS.

BE IT REMEMBERED, That on this 19th day of April, A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frithjof H. Elvig and Grace Morrison Elvig, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

(SEAL) Term expires January 15, 1942

Mary C. Morgan,
Notary Public.

Recorded April 19, 1940 at 3:15 P.M.

Register of Deeds

See assignment to 85-274

Recorded - August 2, 1940

Register of Deeds

(THE FOLLOWING IS ENCLOSED ON THE ORIGINAL INSTRUMENT)

8-1-1940

5500.00

Received of Frithjof H. Elvig and Grace Morrison Elvig the sum of \$5500.00 and Dollars, in full satisfaction of the within Mortgage.

John O. Hoke, Clerk

Physician of Lawrence, Kansas, Mo.

(Comp. Seal)