

MORTGAGE RECORD 85

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

Ruth Irene Noll
Fred A. Noll

STATE OF KANSAS,)
COUNTY OF DOUGLAS)ss:

BE IT REMEMBERED, that on this thirteenth day of July, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ruth Irene Noll and Fred A. Noll, her husband, 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.

E B Martin
Notary Public.

(SEAL) My Commission expires September 17, 1941.

Recorded July 13, 1940 at 11:20 A.M.

Register of Deeds

Reg. No. 2342

Receiving No. 10471

Fee Paid \$22.50

KANSAS MONTHLY INSTALLMENT MORTGAGE

THIS MORTGAGE, made the 9th day of July, A.D. 1940, Between RALPH K. COLLINS and WILMA A. COLLINS, husband and wife of the City of Lawrence, in the County of Douglas, and State of Kansas, parties of the first part, and ARTHUR S. PECK, party of the second part, Witnesseth: That whereas the said parties of the first part are justly indebted to ARTHUR S. PECK for money borrowed in the sum of Nine Thousand and no/100 DOLLARS, to secure the payment of which they have executed a promissory note, of even date herewith, for the principal sum of Nine Thousand and no/100 DOLLARS, with interest from date at the rate set forth in said note payable monthly, being an installment note by the terms of which the said parties of the first part agree to pay to ARTHUR S. PECK or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of Forty-Five and no/100 DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each installment of principal at the rate set forth in said note on the balances of principal of said note remaining unpaid on the said first day of each month, and to pay the balance of principal of said note on the first day of July, 1957.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said ARTHUR S. PECK, at his office in Lawrence, Kansas, or at any such other place as may be designated in writing by the owner and holder of the note secured by this mortgage, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

All of Lots 12, 13 and 14 in Block 3, West Hills, a residential district near the City of Lawrence, Douglas County, Kansas, more particularly described as: Beginning at a point 857 feet West and 33 feet North, of the Southeast corner of the North 1/2 of the Southwest 1/4 of Section 36, T 12S, R 19E; the same being the Northwest corner of the intersection of University Drive and Emory Road; thence West along the North boundary of University Drive 185 feet; thence North 136 feet; thence East 187.16 feet to the west boundary of Emory Road; thence southerly along the west boundary of Emory Road on a 1150 foot radius 69.1 feet; thence south along the west boundary of Emory Road 67 feet to the place of beginning.

And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments of any type or nature against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any installment of principal of said note or any installment of interest thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments of any type or nature and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment, shall be a part of the debt secured and collectible under

This release was written on the original mortgage entered this 15th day of July 1940.

Donald Black
Reg. of Deeds

Deputy

The amount secured by this mortgage is \$9,000.00. The same is hereby acknowledged as being the full amount of money loaned to the undersigned by the undersigned on the 9th day of July, 1940. The undersigned, Ralph K. Collins and Wilma A. Collins, do hereby acknowledge the execution of this mortgage and warrant to the said Arthur S. Peck, and the same being the Northwest corner of the intersection of University Drive and Emory Road.