

## MORTGAGE RECORD 85

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.

Frithjof H. Elvig  
Grace Morrison Elvig

STATE OF KANSAS, )  
COUNTY OF Douglas )ss:

BE IT REMEMBERED, that on this first (1st) day of August, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Frithjof H. Elvig & Grace Morrison Elvig, 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 Oct. 3rd, 1940

Arthur S. Peck  
Notary Public.

Recorded August 1, 1940 at 11:15 A.M.

*Handwritten Signature* Register of Deeds

Receiving No. 10548 <

## MORTGAGE

Reg. No. 2366 <  
Fee Paid \$4.00

THIS INDENTURE, Made this 1st day of August in the year of our Lord one thousand nine hundred and forty PAUL C. FOSTER and MAURINE B. FOSTER, his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and JULIUS MARKS of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of ONE THOUSAND SIX HUNDRED (\$1,600.00) 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:

Lot No. Twenty-three (23) Lindley Addition to the City of Lawrence, Kansas,

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Paul C. Foster and Maurine B. Foster 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 One Thousand Six Hundred (\$1,600.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said Paul C. Foster and Maurine B. Foster to the said party of the second part; said note being given for the sum of One Thousand Six Hundred (\$1,600.00) DOLLARS, dated August 1, 1940, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$48.00 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 One Thousand Six Hundred (\$1,600.00) 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, interests and costs, and insurance, shall, from the payment thereof to 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 costs 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, appraisement 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 party making such sale, on demand, to the said mortgagors, their 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.

Paul C. Foster  
Maurine B. Foster

STATE OF KANSAS, )  
Douglas County, )

BE IT REMEMBERED, That on this 1st day of August 1940 before me, Pauline Ulrich a Notary Public in and for said County and State, came Paul C. Foster and Maurine B. Foster, 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 Sep 25 1943

Pauline Ulrich  
Notary Public.

Recorded August 1, 1940 at 11:20 A.M.

*Handwritten Signature* Register of Deeds

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 eighth day of February, A. D. 1945.

Julius Marks

This release  
was written  
on the original  
mortgage.  
Entered  
this 8 day  
of Feb  
1945  
*Handwritten Signature*  
Reg. of Deeds