

## MORTGAGE RECORD 85

Reg. No. 26821  
Fee Paid \$1.00

Receiving No. 12110,

## M O R T G A G E

THIS INDENTURE, Made this 23rd day of April in the year of our Lord one thousand nine hundred 1941, between Henry D. Wise & wife in the County of Douglas and State of Kansas, of the first part, and John Spencer, of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of (\$400.00) Four Hundred DOLLARS, to be duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does 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:

The East (60) sixty acres of the North East quarter of Section (23) Twenty Three Township (12) Twelve, of Range (17) Seventeen in Douglas County Kansas.

Interest to be paid each year, with the privilege of paying on principle as convenient with the appurtenances, and all the estate, title and interest of the said parts of the first part therein. And the said second part do hereby covenant and agree that at the delivery hereof to be 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 (\$400.00) Four Hundred DOLLARS, according to the terms of a certain promissory note this day executed by the said Henry D Wise & wife to the said party of the second part; said note being given for the sum of (\$400.00) Four Hundred DOLLARS, dated April 28, 1941, due and payable in (5) Five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereunto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agrees 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 mortgagor in the sum of \$4000.00 Four Hundred DOLLARS, in some insurance company satisfactory to said mortgagor, in default whereof the said mortgagor may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten 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 and administrators and 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 H. D. Wise & wife, heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Henry D Wise  
Mrs Harriett Wise

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of April, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John Spencer and Henry D. Wise & wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

J. O. Webber  
Douglas County

(SEAL) My Commission Expires Dec. 16, 1942

Recorded June 13, 1941 at 3:00 P.M.

Harold A. Beck Register of Deeds

This Release  
was written  
on the original  
Mortgage ;  
entered  
this 17th day  
of April  
1949

Reg. No. 2684  
Fee Paid \$5.00

Receiving No. 12125

## M O R T G A G E

THIS INDENTURE, Made this seventeenth day of June, 1941, by and between Mason H. Dixon and Ferne Dixon, his wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Two thousand and no/100 Dollars (\$2000.00), 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 numbered four (4) in Block nine (9) in Lane Place, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issue, and profits thereof; and also all apparatus, machinery, fixtures, chattels, stoves, ranges, stables, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds, and other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now 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 any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, 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.

For assignment, see SS-619  
" " " SS-142