

MORTGAGE RECORD 85

And the said parties of the first part, shall and will, at their own expense, from this time until said note and interest and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands insured to the amount of One Thousand (\$1000.00) Dollars in some responsible insurance company duly authorized to do business in this state, for the benefit of said part of the second part, and cause the policy or policies thereof to be so endorsed that any claim for loss that may arise thereunder shall be payable to said party of the second part, his indorsees, executors, administrators, or assigns.

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

A E Welsh
Maud Welsh

State of Kansas
Douglas County ss:

Be it remembered, that on this 31st day of July, 1941, before me, the undersigned, a Notary Public in and for said County and State, came, A. E. Welsh and Maud Welsh, to me personally known to be the same persons who executed the foregoing 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.

S A Wood
Notary Public

(SEAL) My Commission expires Apr 10 1945.

\$700.00.

For value received, we promise to pay to the order of W. H. Pendleton, seven hundred (\$700.00) & no dollars, at the Columbus Food Business Office, Lawrence, Kansas, in regular monthly installments of \$12.00 each, payable as follows, to wit: \$12.00 dollars on Sept. 1, 1941, and \$12.00 on the first day of each subsequent month until the total sum is paid. Interest payable semiannually, and if not punctually paid when due, to become a part of the principal and bear interest at the same rate. Said interest to be seven (7%) percent annually on the unpaid balance. It is expressly understood and agreed, that if default be made in the payment of any one of the installments, then the whole amount, and each and every installment unpaid, shall, at the election of the legal holder hereof, without notice, at once become and be due and payable, and shall draw interest from the date hereof until paid, at seven percent per annum. Said note is secured by a mortgage of even date herewith.

A E Welsh
Maud Welsh

Recorded July 31, 1941 at 11:30 A.M.

Ward A. Beck Register of Deeds

Reg. No. 2734
Fee Paid \$7.25

Receiving No. 12340

MORTGAGE

This Mortgage, made the 25th day of July, A.D. 1941, Between HELEN ELIZABETH HARSHBERGER, single, of the City of Lawrence, in the County of Douglas, and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, party of the second part,

Witnesseth: That whereas the said party of the first part is justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for purchase money in the sum of TWO THOUSAND NINE HUNDRED TWENTY FIVE AND No/100 DOLLARS, to secure the payment of which she has executed her promissory note, of even date herewith, for the principal sum of TWO THOUSAND NINE HUNDRED TWENTY FIVE AND No/100 DOLLARS, with interest from August 1, 1941 until maturity, at the rate in said note set forth being an instalment note by the terms of which the said party of the first part agrees to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, the principal and interest in monthly installments as follows, namely: Beginning on the first day of September, 1941, and on the first day of each month thereafter the sum of TWENTY ONE AND 55/100 Dollars and the balance of said principal sum due and payable on the first day of April, 1958. The aforesaid monthly payments of TWENTY ONE AND 55/100 Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of TWO THOUSAND NINE HUNDRED TWENTY FIVE AND No/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

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 THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said party 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, does 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:

The South Sixty Feet of Lot No. One (1) in Block No. Seven (7) in Babcock's Addition to the City of Lawrence, Douglas County, Kansas.

Being the same premises conveyed to the party of the first part by the party of the second part by deed of even date herewith. This is a first purchase money mortgage.

And the said party of the first part expressly agrees to pay all installments 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 party of the first part will pay such taxes or assessments when the same become due and payable; and that she 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 party of the first part further agrees 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.