

DOUGLAS COUNTY

The right to pay \$100.00 or multiples thereof on September 1 1942, or on any interest paying date thereafter is reserved, provided thirty days' notice in writing is given at the place of payment named herein.
Dated this 14th day of July, 1941.

Alice L Horton
Myron W Horton

STATE OF KANSAS)
COUNTY OF Shawnee) ss.

BE IT REMEMBERED, That on this 12th day of August, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alice L. Horton and Myron W. Horton, her husband, who are personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, as their free and voluntary act and deed, for the uses and purposes therein set forth.

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

J. E. Rosebrough
Notary Public.

(SEAL) My Commission Expires March 19 - 1945

Recorded August 26, 1941 at 9:10 A.M.

Harold A. Beck Register of Deeds

Reg.No.2764 Receiving No. 12511
Fee Paid
\$.25

M O R T G A G E

THIS INDENTURE, Made this 26 day of August 1941 between Flossy Isabell Thomas and Wilford Brown of Douglas County, in the State of Kansas of the first part, and J. L. Constant of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred Fifty and no/100 (\$150.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Beginning 250 feet west of the northwest corner of Seventh and Ash Streets in that part of the city of Lawrence formerly known as North Lawrence, thence north 120 feet, thence West 50 feet, thence south 120 feet, thence east 50 feet to place of beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Flossy Isabell Thomas and Wilford Brown have this day executed and delivered their certain promissory note to said party of the second part for the sum of One Hundred Fifty and no/100 (\$150.00) DOLLARS, bearing even date herewith, payable at 619 Vermont Street, Lawrence, Douglas County Kansas, in equal installments of Ten and no/100 (\$10.00) DOLLARS each, the first installment payable on the 1st day of October 1941, the second installment on the 1st day of November 1941 and one installment on the 1st day of each month thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said Flossy Isabell Thomas and Wilford Brown shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands 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.

Flossie Isabell Thomas
Wilford Brown

STATE OF KANSAS,)
Douglas County,) ss.

Be it Remembered, That on this 26th day of August A.D. 1941 before me, _____, a Notary Public in and for said County and State, came Flossy Isabell Thomas and Wilford Brown 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.

Elizabeth Edgar
Notary Public.

(SEAL) My Commission Expires June 2 1943

Recorded August 27, 1941 at 2:00 P.M.

Harold A. Beck Register of Deeds
