## DOUGLAS COUNTY

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## MORTGAGE

T This Indenture, Made this first day of May in the year of our Lord one thousand nine hundred and forty two between William <sup>A</sup>. Essick and Alta V. Essick his wife of Lawrence, in the County of Douglas and State of Mansas, of the first part, and Alfred H. Bromelsick and Julius Marks of the second part:

"Ansas, of the first part, and Alfred n. promeistor and oullus marks of the second part: Witnesseth, That the said parties of the first part in consideration of the sum of Two Thousand three hundred (2300.00) and 00/100 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, their 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 Southeast Quarter of the Northeast Quarter of Section 11, Township 13, Range 20.

with the appurtanances, and all the estate, title and interest of the said parties of the first part therein. And the said William R. Essick and Alta V. Essick do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 paymentof the sum of Two thousand three hundred (2300.00) DDLLARS, according to the terms of one certain promissory note this day executed by the said William R. Essick and Alta V. Essick to the said parties of the second part; said note being given for the sum of Two thousand three hundred (2300.00) DDLLARS, dated May 1, 1942, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note. And this convey-ance shall be void if such payment be made as in said note 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 and said accrue on account thereof, and to keep the said mortgagee, in default whereof the said mortgagee in any pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party if the first part, and the expense of such taxes and accruing penaltics, interests and costs, and insurance, in the same account the account taxes of said mortgagee in the same account the said mortgagee. hay pay the taxes and accruing penalties, interests 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, interests 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 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 and there of the shand the converge shall become assessed on said premises or if the insurance is not kept and there of the shand the converge shall become assessed on said premises or if the insurance is not kept and there of the shand the converge shall become assessed on said premises or if the insurance is not kept and there of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part: and it shall be lawful for the parties of the second part, their 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 parties of the second part, their 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 "illiam R. Essick and year last above written. William R. Essick

William R. Essick Alta V. Essick

Notary Public

1 Reg. No.2980 Fees Paid \$2.50

Warold a. Beck Register of Deeds

STATE OF KANSAS ) SS.

Souglas County, ) Be it Remembered, That on this 2nd day of May A. D. 1942 before me, E. B. Martin, a Notary Public in and for said County and State, came William R. Essick and Alta V. Essick, 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 a ffixed my official seal on the day and year 1 last above written. E B Martin

(SEAL) My Commission Expires Sept.17, 1945.

Recorded May 4, 1942 at 10:45 A. M.

MORTGAGE

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THIS INDENTURN THIS INDENTURE, Made this first day of <sup>M</sup>ay in the year of our Lord nineteen hundred and forty-two (1942) by and between Woodrow W. Miller and Sarah Louise Miller, his wife, of the County of Douglas and State, of Kansas, tarties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part: WITNESSETH, That the said parties of the first part, in consideration of the sum of ONE THOUSAND AND FIFTY DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these present GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 50 on Louisiana St., in the City of Lawrence

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TO HAVE AND TO HOLD the same, with all and singular the hereditaments and a ppurtenances thereaunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assings, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 in the quiet and peaceable possession of said party of the second part, its successors and assis forever, against the lawful claims of all persons whomsoever. 8.2)

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIEST. That the parties of the first part are justly indebted to the party of the second part in the sum of ONE THOUSAND AND FIFTY DOLLARS according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: by said parties of the first e as follows

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November 1st	1942	\$25.00		May	lst	1943	\$25.00	
November 1st	1943	\$25.00		May	lst	1944	.25.00	
November 1st	1944	\$25.00		May	lst	1945	\$25.00	
November 1st	1945	\$25.00		May	lst	1946	\$25.00	
November 1st	1946	\$25.00		May	lst	1947	\$825.00	
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this all has a mered the second secon bold order of the said party of the second part with interest, thereon at the rate of five per cent per annum, payable somi-annually, on the first days of May and November in each year, according to the terms of said note, both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, "ansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest

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