

# MORTGAGE RECORD 88

Receiving No. 17063

Reg. No. 3365  
Fee Paid \$6.75

## MORTGAGE

This Indenture, Made this 26th day of Jan. 1943, in the year of our Lord on thousand nine hundred forty-three between Alice Pfouts, a widow in the County of ----- and State of Kansas, of the first part and Mary E. Smith and Mae E. Henrichson or the survivor thereof of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of (\$2700.00) Twenty-seven Hundred and No/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged has sold and by these presents does grant, bargain, sell and mortgage to the said parties 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:

Lot twenty-three (23), Block six (6), Lane's first addition to the city of Lawrence, Douglas County Kansas.

If this property is sold or transferred, this mortgage become due and payable with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Alice Pfouts, a widow does hereby covenant and agree that at the delivery hereof she is 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 she 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 Twenty-seven Hundred and No/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Alice Pfouts, a widow to the said parties of the second part; said note being given for the sum of Twenty-seven Hundred and No/100 DOLLARS, dated Jan. 26th, 1943, due and payable in two years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto 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 mortgagee in the sum of Twenty-seven Hundred and No/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part 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 parties of the second part, and all sums paid by the part 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 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 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 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 part making such sale, on demand, to the said Alice Pfouts her heirs or assigns.

IN TESTIMONY WHEREOF, the said part of the first part ha-- hereunto set --hand and seal the day and year first above written.

State of Kansas, Douglas County, SS

Alice Pfouts

BE IT REMEMBERED, That on this 26th day of January A. D. 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alice Pfouts, to me personally known to be the same person who executed the within instrument of writing, and such person 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. (SEAL) My commission expires April 17, 1943.

Rose Gieseman

Recorded March 25, 1943 at 4:00 P.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 17077 (The following is endorsed on the original Mortgage recorded in Book 59 Page 480)  
ASSIGNMENT

For value received and by virtue of the order of the Probate Court of Douglas County, Kansas, dated Jan. 26, 1943, I hereby assign and transfer to Edward L. Griffin, of Washington, D. C. and his assigns, the within mortgage, which is recorded in Book 59 of Mortgages, at pg. 480, and the agreements extending the same respectively recorded in Book 77 at pg. 84, and Book 79 at pg. 411, of the records of the Register of Deeds of said Douglas County, together with the indebtedness secured thereby and all instruments evidencing the same.

Done this 26th day of January 1943.

Walter T Griffin As Administrator  
of the Estate of Sylvia A. Griffin  
Deceased.

State of Kansas  
Marshall County, SS

Be It Remembered, That on this 30th day of January 1943, before me, the undersigned, a Notary Public in and for the County and State last aforesaid, came Walter T. Griffin as Administrator of the Estate of Sylvia A. Griffin, Deceased, who is personally known to me to be the same person who executed the foregoing Assignment and such person duly acknowledged his execution of such instrument as such administrator.

In Testimony Whereof, I have hereunto subscribed my name and affixed my Notarial Seal the day and year last above written.

(SEAL) My Commission Expires May 17, 1945

Elmer H Wilson  
Notary Public

Recorded March 27, 1943 at 9:30 A. M.

*Harold A. Beck*

Register of Deeds

Receiving No. 17078

## PARTIAL RELEASE

State of Kansas, DOUGLAS County, SS:

KNOW ALL MEN BY THESE PRESENTS, That I The First National Bank of Lawrence of the County and State aforesaid, certify, that a certain indenture of Mortgage dated February 1, 1940, made and executed by John W. Taylor, sometimes known as John Taylor, and Arvilla Taylor, his wife, of the First part, to the First National Bank of Lawrence of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 84, page 118, on the 20th day of February A.D. 1940 is as to

February 2nd 1944  
Received of Alice Pfouts, widow, the sum of Twenty-seven Hundred and No/100 DOLLARS, in full satisfaction of the within mortgage.  
Mary E. Smith  
Mae E. Henrichson

THE RECORDS  
OF THE REGISTER  
OF DEEDS  
DOUGLAS COUNTY  
KANSAS  
RECEIVED  
MARCH 27 1943  
HAROLD A. BECK  
REGISTER OF DEEDS