

DOUGLAS COUNTY

Receiving No. 19722

Reg. No. 3631
Fee Paid \$5.00

MORTGAGE

THIS INDENTURE, Made this 13th day of January A.D. 1944, between Fred L. Brown and Mary D. Brown, his wife of the City of Lawrence of Douglas County, in the State of Kansas, of the first part, and The Ottawa Building and Loan Association of Ottawa, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Two Thousand and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey, unto 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 Seventeen (17) in Block Sixteen (16) Lane Place Addition to the City of Lawrence, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Two Thousand and no/100 DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Ottawa Building and Loan Association, to be repaid in monthly installments of \$23.80 each, including both principal and interest. First payment of \$23.80 due on February 1, 1944, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisal.

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

Fred L. Brown
Mary D. Brown

STATE OF KANSAS)
COUNTY OF FRANKLIN) ss.

Be it remembered, that on this 13th day of January, A.D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Fred L. Brown and Mary D. Brown, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Dean Berlin
Notary Public

Commission expires January 27, 1944.

Recorded January 14, 1944 at 1:35 P.M.

Register of Deeds

Receiving No. 19724

Reg. No. 3632
Fee Paid \$6.25

MORTGAGE

THIS INDENTURE Made this 14th day of December in the year of our Lord nineteen hundred and Forty-three by and between ROBERT L. MARKLEY and EVA MARKLEY, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWO THOUSAND FIVE HUNDRED and no/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents 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:

The South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Fourteen (14), Township Fourteen (14), Range Nineteen (19), East of the sixth Principal Meridian

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, 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 assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWO THOUSAND FIVE HUNDRED AND no/100 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:

March 1, 1945	\$50.00	March 1, 1950	\$50.00
March 1, 1946	\$50.00	March 1, 1951	\$50.00
March 1, 1947	\$50.00	March 1, 1952	\$50.00
March 1, 1948	\$50.00	March 1, 1953	\$50.00
March 1, 1949	\$50.00	March 1, 1954	\$2,050.00

to the order of the said party of the second part with interest thereon 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, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of ONE THOUSAND THREE HUNDRED FIFTY and no/100 DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance

This debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it or record it in the original or a copy thereof. By Dean Berlin, Notary Public, Ottawa, Kansas, May 8, 1944. (Copied Seal)

For Assignment see Page 567