

MORTGAGE RECORD 89

State of Kansas }
Pottawatomie County } ss

Be it remembered that on this 28 day of May, 1945 before me, the undersigned, a notary public in and for the county and state aforesaid personally appeared Robert Seele, to me known to be the identical person who signed and executed the above and foregoing release, and such person duly acknowledged to me that he executed the same for the purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Louis Leach Parsons
Notary Public

(SEAL) My commission expires March 19, 1949.

Recorded August 2, 1945 at 4:50 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 24189

MORTGAGE

Registration No. 4285
Fee paid \$1.25

THIS INDENTURE, Made this 31st day of July A.D. 1945 between Clarence W. Towell and his wife, Ida M. Towell of Douglas County, in the State of Kansas of the first part, and Donald I. Huddleston of Jefferson County, in the State of Kansas of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Hundred 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 his heirs and assigns, all the following-described real estate, situated in the City of Lawrence, Douglas County and State of Kansas to-wit:

Lot No. Forty Nine (49) Perry Street, all in Addition Six (6) in that part of the City of Lawrence, formerly known as North Lawrence.

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 parties of the first part have this day executed and delivered one certain promissory note, in writing, to said party of the second part,

NOW, if said parties of the first part shall pay or cause to be paid to the 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, or 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, then the whole of said sum or sums, and interest thereon, shall and by these presents, become due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

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

Clarence W. Towell
Ida M. Towell

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 1st day of August A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clarence W. Towell and his wife, Ida M. Towell 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 affixed my notarial seal the day and year last above written.

Pearl Emick
Notary Public

(SEAL) Term Expires December 31, A.D. 1948

Recorded August 4, 1945 at 10:30 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 24225

MORTGAGE

Reg. No. 4289
Fee paid \$10.00

This Indenture, Made this 3rd day of August, 1945, by and between Irene F. Wagner and Walter S. Wagner, her husband of Lawrence, Kansas, Mortgagor, and The Home Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Four Thousand and no/100 Dollars (\$4000.00) the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot Twenty-two (22) and the East One-half (1/2) of Lot Twenty-three (23), Learnard's Subdivision of a portion of Block Five (5), South Lawrence, City of Lawrence, Douglas County, Kansas

(It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgagee shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest).

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, elevators, screens, doors, sashes, blinds and electric light fixtures, whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to mortgage and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

Handwritten notes:
I have provided a balance of \$4000.00 and will pay it in 12 months.
This remains on the original mortgage.
This is the day of the month of August 1945.
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