

MORTGAGE RECORD 89

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seventy Two and 50/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY, and WARRANT unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas, to-wit:

All that part of the Northwest Quarter of Section Fifteen (15), Township Fourteen (14), Range Twenty (20) East of the Sixth Principal Meridian, lying West of the A.T. and S.P. Railway.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for \$1500.00, dated October 11, 1935, reduced to \$1450.00, the payment of which has been extended to November 1, 1950.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$72.50 payable in ten installments as follows:

\$ 7.25	Due May	1946	\$ 7.25	Due November	1948
\$ 7.25	Due November	1946	\$ 7.25	Due May	1949
\$ 7.25	Due May	1947	\$ 7.25	Due November	1949
\$ 7.25	Due November	1947	\$ 7.25	Due May	1950
\$ 7.25	Due May	1948	\$ 7.25	Due November	1950

with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of THE CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors 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, or interest or principal of any prior mortgage, 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, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed, or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

Lena Harrod
H. D. Harrod

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 3rd day of October, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lena Harrod, and H. D. Harrod, her husband 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 official seal the day and year last above written.

Sidney S. Smith
Notary Public

(SEAL) Commission expires Dec. 11, 1947.

Recorded October 31, 1945 at 10:20 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 25281

MORTGAGE

Reg. No. 4462
Fee paid \$5.00

THIS INDENTURE, Made this 22nd day of October in the year of our Lord one thousand nine hundred and forty-five between George H. DeLozier and Marjorie L. DeLozier, his wife, of -- in the County of Douglas and State of Kansas Parties of the first part, and The Board of Trustees of Ottawa University party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2000.00 Two Thousand 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 its successors 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 northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Northeast $\frac{1}{4}$ of Section 11, Township 15, Range 19, containing 60 acres, more or less

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 encumbrances. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$-- Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$2000.00 TWO THOUSAND DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 22nd day of October 1950, to the order of said second party, said note to bear interest at the rate of 4 per cent per annum, payable semi-annually, and on the 22nd days of April and October of each year, of which \$1000.00 has been paid.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid.

This mortgage was recorded by the mortgagee, the bank, in full, and the same is hereby acknowledged as being paid on April 15, 1947.

This release was written on the original mortgage entered this 17 day of April 1947.

2nd Mortgage due Bank 12 Aug 50