

MORTGAGE RECORD 89

able at once at option of holder. Privilege is given to pay two or more installments at any time. Interest after default or maturity at 8% per annum.

Clair H. Shimp
Marie L. Shimp

This note is secured by mortgage on W- $\frac{1}{4}$ SE- $\frac{1}{4}$ 35-13-20 Douglas Co, Kansas.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the sums of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void, but if said sums of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sums shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their or the survivor, his or her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of both fire & tornado loss \$2500.00 Dollars, for the benefit of the said parties of the second part or his assigns, and in default thereof said parties of the second part may at his option effect such insurance in their own names or in name of owner of premises, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part hereby covenant and agree that at the delivery hereof said parties of the first 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 parties of the second part their heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of
Laura Damico
W.E. Damico

Clair H. Shimp
Marie L. Shimp

STATE OF MISSOURI)
COUNTY OF JACKSON)ss.

Be it Remembered, That on this 11th day of February 11th. A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clair H. Shimp and Marie L. Shimp, 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 affixed my official seal the day and year last above written.

(SEAL) Term expires April 20 1949

Walter E. Damico, Notary Public

Recorded February 16, 1946 at 10:05 A.M.

Walter E. Damico Register of Deeds

Receiving No. 26756

MORTGAGE

Reg. No. 4622
Fee paid \$9.75

This indenture, Made this 28th day of January, 1946, by and between John F. Owens and Maudie M. Owens, his wife of Topeka, Kansas, Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of United States, Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Thirty Nine Hundred and no/100 Dollars (\$3900.00); 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:

The south 10 feet of the East 165 feet, less the East 40 feet of Lot 3, and the North 45 feet of the East 165 feet, less the East 40 feet of Lot 4, Block 6, South Lawrence, an addition to the City of Lawrence, Douglas County, Kansas.

It is understood and agreed that this is a purchase money mortgage and represents more than two-thirds of the amount paid for the property.

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, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of 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 sell 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.

This mortgage is given to secure the payment of the principal sum of Thirty Nine Hundred and no/100 Dollars (\$3900.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of Capitol Federal Savings and Loan Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty four and 69/100 Dollars (\$24.69) commencing on the first day of March 1946, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of

Release with page