

DOUGLAS COUNTY

In Douglas County, Kansas,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever:

Provided Always, And these presents are upon this express condition, that whereas said Cornelius C. Mathews and Mary Mathews, his wife have this executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy:-
\$1200.00

Lecompton, Kansas, March 9, 1946

Five years after date, we promise to pay to the order of Charles Migliario the sum of Twelve Hundred and no/100---Dollars, at Lecompton, Kansas, with five per cent interest from date until paid. Value received.

Interest payable semi-annually, and if not paid semi-annually to become a part of the principal, and bear the same rate of interest.

The make and endorser hereby severally waive all valuation, appraisalment, stay of execution laws, presentment for payment, protest, and notice of protest. This note is secured by real estate Mortgage, dated March 9, 1946.

Cornelius C. Mathews
Mary Mathews

NOW, If said parties of the first part shall pay or cause to be paid to 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, and 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 and sums and interest thereon, shall, by these presents, become due and payable and said party 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.

Cornelius C. Mathews
Mary Mathews

STATE OF KANSAS)
GEARY COUNTY) SS

Be it Remembered, That on this -- day of March A.D. 1946 before me the undersigned a Notary Public in and for said County and State, came Cornelius C. Mathews and Mary Mathews, 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 10 1947

(SEAL)

C. I. Acker
Notary Public

Recorded March 18, 1946 at 1:50 P.M.

David A. Beck Register of Deeds

Receiving no. 27250

MORTGAGE

Reg. no. 4697
Fee paid \$25.00

This Mortgage, Made this ninth day of March in the year of Our Lord One Thousand Nine Hundred forty-six by and between J.R. Dominick II, a single person of the County of Jackson and State of Missouri party of the first part, and Traders Gate City National Bank of Kansas City, a corporation organized and existing under the laws of the United States of America party of the second part,

WITNESSETH, That said party of the first part, for and in consideration of the sum of Ten Thousand and no/100 Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tracts, pieces, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lots eleven (11) and twelve (12) in Block Ten (10) in Haskell Place, an addition to the City of Lawrence

To have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions to-wit:

Whereas, J.R. Dominick, II the said party of the first part has this day made, executed and delivered to the said party of the second part his promissory Note of even date herewith, by which he promises to pay to the said Traders Gate City National Bank of Kansas City or order, for value received Ten Thousand and no/100 Dollars, due November 9 1946 with interest from date to maturity at the rate of 4 1/2 per cent per annum principal and interest notes are payable at Traders Gate City National Bank, Kansas City, Missouri

Now, if the said J.R. Dominick II shall well and truly pay, or cause to be paid, the sum 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 sum 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 sum and interest shall, at the option of said party 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 sum 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 party of the second part, its successors, executors, administrators and assigns, shall be entitled to a judgment for the sum 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 party of the first part, his heirs and assigns, and all persons claiming under him, at which sale, appraisalment of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. And the said party of the first part shall and will at his 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 building 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 Eight thousand Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in its own name, 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 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part hereby covenant and agree that at the delivery hereof said J.R. Dominick II 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 he 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 law-

This release
was written
on the original
mortgage
this 23 day
of August
1946
David A. Beck
Reg. of Deeds
Douglas County

Release
This note herein described having been paid in full, this mortgage
is hereby released, and the same hereby created and charged. As
Witness my hand, this 23rd day of August, 1946
Charles Migliario

This release
was written
on the original
mortgage
this 23 day
of August
1946
David A. Beck
Reg. of Deeds

August 12, 1946
Required of J. R. Dominick II the undersigned mortgages the sum of
Ten thousand and no/100 Dollars in full satisfaction of the within
Mortgage
Traders Gate City National Bank of Kansas City
By H. C. Kellert
Vice President
Deep Seal