

MORTGAGE RECORD 89

STATE OF KANSAS
CHEROKEE COUNTY ss

BE IT REMEMBERED, That on this 12th day of April, 1946, before the undersigned a notary public in and for said county and state came Chas. S. Huffman who is personally known to me to be person who executed the foregoing instrument or writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affixed my notarial seal the day and year last above written.

(SEAL) My commission expires January 8th, 1948.

C. R. Stauffacher
Notary Public

Recorded April 29, 1946 at 10:47 A.M.

Harold A. Beck Register of deeds

Receiving No. 27885

MORTGAGE

Reg. No. 4824
Fee Paid \$3.75

THIS MORTGAGE Made this 27th day of April in the year of Our Lord, One Thousand Nine Hundred and Forty Six by and between William E. Duggins and Mary Kathryn Duggins, his wife of the County of Douglas and State of Kansas parties of the first part, and Industrial State Bank, Kansas City, Kansas party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Fifteen Hundred and 00/100 - - Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do 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 tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot Six (6) in Block Fifteen (15) in University Place, an addition to the City of Lawrence, Douglas County, Kansas

To Have and to Hold, 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, the said parties of the first part have this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Industrial State Bank, Kansas City, Kansas as follows, to-wit:

Kansas City, Kansas, April 27th, 1946
For Value Received, We promise to pay Industrial State Bank, Kansas City, Kansas, or order the sum of FIFTEEN HUNDRED AND 00/100 - Dollars, \$1,500.00 at Industrial State Bank, Kansas City, Kansas, in monthly installments, payable as follows, to-wit: Twenty and 00/100 - Dollars on the 1st day of July 1946, and Twenty and 00/100 - Dollars on the 1st day of each succeeding month thereafter, until the whole sum is fully paid, with interest from this date at the rate of five per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at ten per cent per annum. Privilege is given to pay two or more installments at any payment time.

Signed William E. Duggins
" Mary Kathryn Duggins

No. . .

Now if the said parties of the first part 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, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; 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 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, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 the said parties of the first part, their heirs and assigns, and all persons claiming under them. 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 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 At Least Fifteen Hundred - - Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium of premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

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 incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, and assigns forever, against the lawful claims 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

William E. Duggins
Mary Kathryn Duggins

State of Kansas)
County of Douglas ss.

Be It Remembered, that on this 29th day of April A.D. 1946, before me, the undersigned, a Notary Public in and for said County and State, came William E. Duggins and Mary Kathryn Duggins, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand affixed my official seal on the day and year last above written.

(SEAL) My commission expires Dec. 11, 1946

Frank E. Banks
Notary Public

Recorded April 30, 1946 at 8:30 A.M.

Harold A. Beck Register of deeds

This release was written on the original mortgage entered this 20th day of July 1946

Harold A. Beck
Register of Deeds
Deputy

Industrial State Bank, Kansas City, Kansas, or order the sum of FIFTEEN HUNDRED AND 00/100 - Dollars, \$1,500.00 at Industrial State Bank, Kansas City, Kansas, in monthly installments, payable as follows, to-wit: Twenty and 00/100 - Dollars on the 1st day of July 1946, and Twenty and 00/100 - Dollars on the 1st day of each succeeding month thereafter, until the whole sum is fully paid, with interest from this date at the rate of five per cent per annum. The interest on each installment, and the interest on the unpaid balance of the principal sum is to be paid at the maturity of each installment. If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at ten per cent per annum. Privilege is given to pay two or more installments at any payment time.