

## MORTGAGE

THIS MORTGAGE, Made this 13th day of August in the year of our Lord, One Thousand Nine Hundred and forty-six by and between J. Robert Dominick II and Virginia V. Dominick, husband and wife, of the County of Douglas and State of Kansas parties 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 parties of the first part, for and in consideration of the sum of Five Thousand and No/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 the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of Lot 38 in Fairgrounds Addition to the City of Lawrence, Douglas County, Kansas.

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, the said J. Robert Dominick II and Virginia V. Dominick have this day executed and delivered their certain promissory note in writing to the party of the second part, payable at Traders Gate City National Bank, Kansas City, Missouri as follows, to-wit: Exact copy of note attached hereto and made a part hereof.

\$5,000.00

Six months after date, for value received We promise to pay to the Traders Gate City National Bank of Kansas City, or order Five Thousand and No/100 --DOLLARS at its banking office in Kansas City, Mo. with interest at the rate of eight (8) per cent per annum from maturity untilpaid, and a further sum of ten (10) per cent on the amount unpaid as an attorney's fee in case this note is not fully paid at maturity and the same is placed in the hands of an attorney for collection.

All endorsers and other parties directly or contingently liable hereon severally waive presentment for payment demand, protest and notice of non-payment of this note, and agree that the same, if the holder shall consent, be extended, in whole or in part, without notice - - - - and without releasing any such endorser or other party.

J. Robert Dominick II  
Virginia V. Dominick

NOW, if the said J. Robert Dominick II and Virginia V. Dominick 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 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 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 --- 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 or 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 its successors 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.

J. Robert Dominick II  
Virginia V. Dominick

State of Missouri      County of Jackson, ss.

BE IT REMEMBERED, that on this 13th day of August A. D. 1946, before me, the undersigned a Notary Public in and for said County and State, came J. Robert Dominick I<sup>st</sup> and Virginia V. Dominick, his wife, who are personally known to me to be the identical persons described, 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 and affixed my official seal on the day and year last above written.

(SEAL) My commission expires June 5, 1950

Gladys Rideout  
Notary Public

Recorded August 23, 1946 at 10:10 A.M.

Harold C. Beck Register of Deeds.

Receiving No. 29571

MORTGAGE

Registration No. 5131  
Fees Paid \$15.00

THIS INDENTURE, made this 20th day of August, 1946, by and between L. L. Harrison and Nancy M. Harrison, his wife, of Douglas County, Kansas, as mortgagors, and The Ottawa Building and Loan Association, a corporation organized and existing under the laws of Kansas with its principal office and place of business at Ottawa Kansas, as mortgagee;

Witnesseth: That said mortgagors, for and in consideration of the sum of Six Thousand and 00/100 Dollars (\$6000.00), the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of -- and State of Kansas, to-wit:

Lots Numbered Seventy-five (75) and Seventy-seven (77) on Louisiana Street, in the City of Lawrence.

[illegible]

Use  
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