

MORTGAGE RECORD 89

Reg. No. 5295
Fee Paid \$3.75

MORTGAGE

This Indenture, Made this 3rd day of September 1946 between Howard Lee and Opal Lee, his wife, of Lawrence, Douglas County, in the State of Kansas of the first part, and L. A. Guiles of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Fifteen Hundred and No/100 - - Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Nine (109) in Block Thirty-eight (38), in that part of the City of Lawrence, Douglas County, Kansas, known as West Lawrence

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

Provided Always, And these presents are upon this express condition, that whereas said Howard Lee and Opal Lee, his wife have this day executed and delivered one certain promissory note to said party of the second part for the sum of - Fifteen Hundred and No/100 - - Dollars bearing even date herewith, payable at Lawrence Kansas, in equal installments of Thirty and No/100 - - Dollars each, the first installment payable on the 3rd day of October 1946, the second installment on the 3rd day of November 1946 and one installment on the 3rd days of each month and 12 in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent, per annum from the date of said note until fully paid. Appraisalment waived at option of mortgagors.

Now, if said Howard Lee and Opal Lee, his wife 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part-- of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands 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.

Howard Lee
Opal Lee

State of Kansas
Douglas County, SS

Be it Remembered, That on this 3rd day of September, A.D. 1946 before me, Ernest Klooze, a Notary Public in and for said County and State, came Howard Lee and Opal Lee, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and 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.

Ernest Klooze
Notary Public

(SEAL) My commission expires July 31st 1948.

This release was written on the original mortgage
this 16 day of Sept 19 46
H. Beck
Reg. of Deeds
Darius L. Barker
Deputy

Recorded November 4th, 1946 at 9:05 A.M.

Harold A. Beck Register of deeds

Receiving No. 30421

Reg. No. 5299
Fee Paid \$17.50

MORTGAGE

This Indenture, Made this 26th day of September, 1946 between Charles A. Galloway and Bertha H. Galloway, his wife of Douglas County, in the State of Kansas, of the first part, and CAPITAL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

Witnesseth: That said first parties, in consideration of the loan of the sum of - - Seven Thousand and no/100 - - Dollars made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lots 13 and 14 in Block 5, Haskell Place, in the City of Lawrence, Douglas County, Kansas.

(It is understood and agreed that this is a purchase money mortgage)

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

To Have and To Hold the Same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

Provided Always, And this instrument is executed and delivered to secure the payment of the sum of Seven Thousand and no/100 - - Dollars with interest thereon, advanced by said Capital Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid in monthly installments of \$125.88 for 18 mos. then \$70.88 each, including both principal and interest. First payment of \$125.88 for 18 mos. then \$70.88 due on or before the 10th day of December, 1946, and a like sum on or before the 10th day of each month thereafter until total amount of indebtedness to the Association has been paid in full.

This release was written on the original mortgage
this 16 day of Sept 19 46
H. Beck
Reg. of Deeds
Darius L. Barker
Deputy

The prob. release described above, have been paid in full. The mortgage was fully released, and the prob. release was acknowledged. (Witness my hand, this 16th day of Sept 1946) (H. Beck)

The debt secured by this mortgage has been paid in full. The mortgage was fully released, and the prob. release was acknowledged. (Witness my hand, this 16th day of Sept 1946) (H. Beck)