

MORTGAGE

35084 BOOK 94

This Indenture, Made this 15th day of April in the year of our Lord one thousand nine hundred and 48 between William H. Mayhugh and Virginia Mayhugh husband and wife

of Lawrence in the County of Douglas and State of Kansas of the first part, and Joplin Maas Lumber Company party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four hundred eighty One Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL, and MORTGAGE to the said party of the second part, their heirs and assigns, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Six hundred One Hundred Sixty One (161) and One Hundred Sixty Two (162) in Perry Street in Subdivisions of South West Block of Addition Number Three (3) in that Part of the City of Lawrence, Kansas known as North Lawrence

with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. 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 encumbrances

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party for the benefit of said second party, or assigns, in the sum of not less than six hundred Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of _____ Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually, according to the terms of one note Interest notes attached, and all of said notes bearing six per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the office of the Joplin Maas Lumber Co. Lawrence, Kansas

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first party or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year last above written.

Signed, Sealed and delivered in presence of: Virginia Mayhugh (Seal) W. H. Mayhugh (Seal) John C. Coker (Seal)

STATE OF KANSAS,

Douglas County, ss.

Be it Remembered, That on this 15 day of April A. D. 1948, before me, a Notary Public in and for said County and State, came Virginia Mayhugh and W. H. Mayhugh

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and added my official seal on the day and year last above written.

Anna Wilson Notary Public

Commission expires on the 15 day of June 1948

The above mortgage having been paid in full, this hereby released and the original instrument is returned to the party of the first part, to-wit: Virginia Mayhugh and W. H. Mayhugh on the 15th day of April, 1948.

This release was written on the original mortgage and filed in the office of the Notary Public on the 15th day of April, 1948.

Recorded April 15, 1948 at 4:20 P.M.
In testimony whereof
I have hereunto set my hand and seal this 15th day of April, 1948.

Harold A. Beck Register of Deeds.