

INSTALLMENT MORTGAGE

No. 37

F. J. Series, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 25 day of May, 1951

between Harold W. Barrett and Mildred C. Barrett, his wife,

of Douglas County, in the State of Kansas of the first part, and
Laurence Osmond

of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part 1st of the first part, in consideration of the sum of

Four Thousand Five Hundred DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part 2nd 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 Number Five (5) in Block Number Twelve (12) in University Place, an

Addition to the City of Lawrence, Kansas;

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

parties of the first part ha ve this day executed and delivered

their certain promissory note to said part 2nd of the second part for the sum of Four Thousand

Five Hundred DOLLARS,

bearing even date herewith, payable at the First National Bank, Lawrence, Kansas;

Kansas, in equal installments of Sixty-five DOLLARS

each; the first installment payable on the 1st day of July 1951, and

and one installment on the first

day of each and every month in each year thereafter, until the entire sum is fully paid,

with interest thereon at the rate of 5% per annum, payable as provided in said note.

And in default of 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. Appraisement waived at option of mortgagee.

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, 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 party 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 ha ve 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 ha ve hereunto set their hands the day and year first above written.

ATTEST

Harold W. Barrett
Mildred C. Barrett

STATE OF KANSAS,

Douglas

County, SS.

Be it Remembered, That on this 25 day of May A. D. 1951

before me, the undersigned, Register of Deeds

in and for said County and State, came Harold W. Barrett and

Mildred C. Barrett, 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.



My Comm. Exp. 1st Jan. 1952

Harold A. Beck
Register of Deeds Notary Public

Recorded May 25, 1951 at 9:45 A. M.

Release

This note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness My Hand, this 21st day of January, 1953.

Harold W. Barrett
Mildred C. BarrettHarold W. Barrett
Mildred C. BarrettHarold A. Beck, Register of Deeds
Laurence Osmond