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45504 BOOK 101

INSTALLMENT MORTGAGE

No. 37

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

This Indenture, Made this 31st day of January, 1952.

between Raymond L. Anderson and Hazel K. Anderson, his wife,
of Douglas County, in the State of Kansas of the first part, and
Minnie D. McColloch
of Douglas County, in the State of Kansas, of the second part :

Witnesseth, That the said part ten of the first part, in consideration of the sum of

Four Thousand Dollars (\$4,000.00)

DISPATCHES

the receipt of which is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said part 2^d of the second part, her heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Number Ninety-eight (98) on Vermont Street, in 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 have this day executed and delivered

their certain promissory note to said party y of the second part for the sum of

Four Thousand Dollars (\$4,000.00)

DOUBTERS

bearing even date herewith, payable at Lawrence.

Kansas, in equal installments of One Hundred Dollars (\$100.00)

BONNERS

each, the first installment payable on the 1st day of February 1952, the second installment on the same day of each and every month thereafter until the entire amount is paid, with interest thereon as provided in said note.

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 part _____ 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 part Y of the second part, DER 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 the 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 on the said premises, or the interest on the said sum or sums of money, or the taxes and assessments on 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 be and by these presents become due and payable, and said part Z of the second part shall be entitled to the possession and 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.

ATTEST:

Raymond L. Anderson
Hazel K. Anderson

My Harry & Edna were leaving their house in full, the mortgage in Harry's name, and the title, Harry created discharged. As witnesses I gave them the deed.

Minnie B. McCallach