

MORTGAGE RECORD 66

251

22nd day of
1:00 A.M.
Register of Deeds.
Deputy.

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duly paid, the receipt of
Y. of the second part,
to-wit:

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n and also to secure any sum or
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payments or any part thereof
not kept up, as provided herein,
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and payable at the option of the

the said premises and all the
y granted, or any part thereof,
charges incident thereto, and the

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FROM

John P. Wilbur and Ethel E. Wilbur, wife

TO

Watkins National Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22nd day of
January A. D. 1924, At 4:20 P. M.

By

Isa E. Willman
Joe Willman

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 21st day of January, in the year of our Lord, one thousand nine
hundred and twenty-four between John P. Wilbur and Ethel E. Wilbur, wife

of Lawrence, #6 in the County of Douglas and State of Kansas
part 1st of the first part, and Watkins National Bank part of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of
Four Thousand DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 1st of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots 1-2-3-4-5-19-20-21-22-23-24 in block 6 Haskell Place and Lot 30
Lindley Addition all in City of Lawrence.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed
against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such
insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of their
interest. And in the event that said part 1st of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the
part 1st of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at
the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Four Thousand

DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 21 day of January 1924
and by 1st terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part

of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof
or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein,
or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining
unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the

holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the
improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the

overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 1st
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure
to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1st of the first part ha va hereunto set their hands and seal on the day and year
last above written.

John P. Wilbur

(SEAL)

Ethel E. Wilbur

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 21 day of January A. D. 1924, before me, a

Notary Public in the aforesaid County and State, came

L.S.

John P. Wilbur and Ethel E. Wilbur his wife

to me personally known to be the same person as who executed the foregoing instrument 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 Commission Expires on the 18 day of Oct 1924. I. C. Stevenson Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 27 day of January 1924

Copy Seal

Watkins National Bank
Mortgage Owner.
O. J. Tucker Trust

This Release
was written
on the original
Mortgage
entered
the day
of
of Deeds.
Deputy.

authorize the Register of

Mortgage. Owner.