

MORTGAGE RECORD 66

523

With day of
1925 A. M.
Register of Deeds.
Deputy.

rd, one thousand nine

of the second part.

paid, the receipt of

of the second part,

west quarter

with 20 rods;

1/3 of the south

North Lawrence

that part of

all approximate

are granted, and seized of

may be levied or assessed

in such sum and by such

extent of its

herein provided, then the

and shall bear interest at

DOLLARS,

19.25

also to secure any sum or

event that said part 108

the day and year

(SEAL)

(SEAL)

(SEAL)

(SEAL)

25, before me, a

and

ged the execution of

day and year last

Notary Public.

ize the Register of

gauge. Owner.

FROM

Allie B. Griffitts

TO

LeRoy S. Weatherby et al

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11th day of Feb. A. D. 1925. At 9:00 A. M.

By

Register of Deeds.

Deputy.

THIS INDENTURE, Made this 22nd day of August, 1924, between Allie B. Griffitts (a widow) of Lawrence in the County of Douglas and State of Kansas

parties of the first part, and LeRoy S. Weatherby and Frances Weatherby of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Seven Hundred fifty and no/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this Indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots numbered 246 and 248 in Sub-division of the South half of block five known as North Lawrence in Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof she is 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, excepting a mortgage to The Lawrence National Bank of \$1500.00.

And that they will warrant and defend the same against all parties making lawful claim thereof. It is agreed between the parties hereto that the party 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 she 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of their interest.

And in the event that said party 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 party 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 Seven Hundred fifty and no/100 DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 22nd day of August, 1924, and by the terms made payable to the party 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 party 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 party 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 payments 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 party 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 surplus, if any there be, shall be paid by the party of the second part making such sale, on demand, to the first part.

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 party of the first part has hereunto set her hand and seal the day and year last above written.

Allie B. Griffitts

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 22 day of August, A. D. 1924, before me, a Notary Public in the aforesaid County and State, came

Allie B. Griffitts, (a widow)

L. S.

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 affixed my official seal on the day and year last above written.

My Commission Expires on the 25 day of Jan 1926 Geo. W. Kuhns

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 31 day of May 1928.

LeRoy S. Weatherby Mortgage Owner.
Frances Weatherby
Curtis F. Hulse
Notary Public in and for the County of Los Angeles
State of California

My Commission Expires Jan 12 1926.

This Release

was written

on the original

Mortgage

dated this 11 day

of Feb 1925

and is

correct.

Geo. W. Kuhns

Notary Public.