

## MORTGAGE RECORD 74

Reg. No. 3550

Fee Paid, \$1.25

FROM

George G. Wiechen

TO

Law. B. &amp; L. Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 3 day of

July A. D. 19 28, at 2:35 P. M.

Psa E. Wellman

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this second day of July, in the year of our Lord, one thousand nine hundred and twenty eight between George G. Wiechen and Lucy A. Wiechen his wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Lawrence Building and Loan Association

WITNESSETH That the said parties of the first part, in consideration of the sum of Five hundred DOLLARS, to then duly paid, the receipt of which is hereby acknowledged, have 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:

The west sixty (60) feet of the south one-half of Lot one hundred fifty one (151) and the west sixty (60) feet of Lot One hundred fifty three (153) on Rhode Island in the city of 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 owner of the premises above granted, and seised 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 thereto.

It is agreed between the parties hereto that the parties 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 parties 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if each 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 parties 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 parties of the first part, making such sale, on demand, to the first party of the second 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 parties of the first part have hereunto set their hand and seal on the 18th day of October 1928

George G. Wiechen

(SEAL)

Lucy A. Wiechen

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1928, before me, a Notary Public in the aforesaid County and State, came

George G. Wiechen and Lucy A. Wiechen, his wife

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

LS

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 18th day of October 1928

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 22nd day of November 1927

S. C. Stevenson  
Secy. corp. seal

Lawrence Building and Loan Ass'n  
George E. Eggleston  
Pres. Mortgagee

Mortgagee

Gives

This Release was written on the original Mortgage and returned this 23rd day of December 1927

Notary Public  
I. C. Stevenson

Notary Public