

MORTGAGE RECORD 76

Reg. No. 1077

Fee Paid, \$ 4.50

FROM

William E. Whetstone and wife

TO

George D. Wall

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29 day of Nov. A. D. 19 30, at 3:50 o'clock P. M.

E. F. Ruddleston

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this twenty-fourth day of November, in the year of our Lord, one thousand nine hundred and thirty between William E. Whetstone and Clara M. Whetstone, his wife

of Lawrence in the County of Douglas and State of Kansas part 1st. of the first part, and George D. Wall part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of One Thousand Eighty Hundred (1,800) and no-100 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 2nd. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point on the West line of Massachusetts Street, One Hundred Eighty Three (183) feet South of Adams (now Fourteenth) Street in the City of Lawrence; thence running West Three Hundred Thirty (330) feet to the West line of Vermont Street produced South; thence North Sixty Four (64) feet; thence East Three Hundred Thirty (330) feet to the West line of Massachusetts Street; thence South Sixty Four (64) feet to the place of beginning and being located in the Southwest Quarter (4) of Section Thirty One (31) Township Twelve (12), Range Twenty (20) in the 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 owners of the premises above granted, and mine 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 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 2nd. of the second part, the loan, if any, made payable to the part 2nd. of the second part to the extent of his 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 2nd. 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 One Thousand Eighty Hundred (1,800) and no-100ths DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 24th day of November 19 30 and by the terms made payable to the part 2nd. 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 2nd. 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 1st. 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 provided, 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 mortgage 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 2nd. of the second part, his agents

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 provided 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 part 1st. of the first part 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 here 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 have hereunto set their hands and seals the day and year last above written.

William E. Whetstone (SEAL)

Clara M. Whetstone (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 24 day of Nov. A. D. 19 30, before me, a

Notary Public in the aforesaid County and State, came

William E. Whetstone and Clara M. Whetstone his wife

Legal Seal

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 21 day of May 1931

E. F. Ruddleston

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dat: this 16 day of October 19 31

George D. Wall

Mortgage. Owner.

This Release was recorded at the Register's Office on the 16 day of Oct. 1931
E. F. Ruddleston