

MORTGAGE RECORD 76

Reg. No. 1560
Fee Paid, \$1.75

MAY 1918 20 TOPPER 41543

FROM

Clarence V. Willey

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 12 day of
Sept. A. D. 19 31, at 2:20 o'clock P.M.*Elmer C. Stevenson*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this seventeenth day of September in the year of our Lord, one thousand nine hundred and thirty one between
Clarence V. Willey, a single manof Pleasanton in the County of Linn and State of Kansas
part of the first part, and The Lawrence Building and Loan Association
part of the second part.WITNESSETH, That the said part of the first part, in consideration of the sum of
Seven hundred DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell, Grant, Bargain, Sell and Mortgage to the said part of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The east one-half of Lot One hundred twenty (120) on Kentucky Street, in the city of Lawrence, Kas.

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

And the said part of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and owner 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 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 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 is 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 building on said real estate is 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 of the second part

THIS GRANT is intended as a mortgage to secure the payment of the sum of
Seven hundred DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 17th day of September 19 31

and by the terms made payable to the part 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 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 is 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 building on said real estate is 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 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 thereon; 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 of the second part, 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 thereon 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 of the first part has hereunto set his hand and seal the day and year last above written.

Clarence V. Willey (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of September A. D. 19 31, before me, a

Notary Public in the aforesaid County and State, came

Clarence V. Willey, a single man

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 18th day of October 19 32

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 1st day of July, 1934.

J. C. Stevenson secy

Lawrence Building and Loan Assn.
C. S. Westbury v. Pres. Mortgagee. Owner.

copy Seal

This Release
was written
on the original
mortgage.Witnessed
at Lawrence,
Kas.
this 1st day
of July,
1934.Harold Beck
Reg. of Deeds

J. C. Stevenson