

Receiving No. 6807

## MORTGAGE RECORD 80

Reg. No. 1620

Fee Paid, \$ 0.50

FROM

TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 15 day of

October A. D. 19 38 at 2:35 o'clock P. M.

*Harold A. Peck*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 14th. day of October  
 hundred and thirty eight between Clarence Wilson and Mary Wilson, his wife  
 in the year of our Lord, one thousand nine

of Lawrence in the County of Douglas  
 parties of the first part, and W. H. Andrews and State of Kansas

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
 One hundred seventy five dollars (\$175.00) part y of the second part.  
 which is hereby acknowledged, ha ve sold, and by this indenture do -DOLLARS, to them  
 following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: duly paid, the receipt of

Beginning at the North East corner of the West Half of Lot No. Eighteen (18) on Kentucky  
 Street, in the City of Lawrence, Kansas, thence East to the East line of said Lot No.  
 Eighteen (18), thence South on the East line of said Lot No. Eighteen (18), eighteen feet,  
 thence West thirty feet, thence in a Southwesterly Direction to a point on the East line  
 of the West Half of said Lot No. Eighteen (18), which said point is thirty feet South of the  
 place of beginning, thence North on the East line of the said West Half of said Lot No.  
 eighteen (18), thirty feet to the place of beginning.

with the appurtenances and all the estate, title and interest of the said part 102 of the first part therein.

And the said part 102 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 intend  
 of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

and that they warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part 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 the part of the second 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 the part of the second 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 the part of the second part shall at all times, during the life of this indenture, pay all taxes or assessments that may be levied or assessed against

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

One hundred seventy five dollars (\$175.00) -DOLLARS,

according to the terms of -ONG certain written obligation for the payment of said sum of money, executed on the 14th. day of October 1938.

and by its 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 102 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, or provided herein, or if

the buildings or 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

permitted 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 102.

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 ha ve hereunto set their hand and seal s the day and year last above

written.

Clarence Wilson (SEAL)

Mary Wilson (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
 COUNTY OF Douglas }

BE IT REMEMBERED, That on this 14th day of October A. D. 19 38, before me, a  
 in the aforesaid County and State, came

Mary Wilson and Clarence Wilson wife and husband  
 to me personally known to be the same person s who executed the foregoing instrument and duly acknowledged the execution

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 3rd day of October 19 40.

Arthur S. Peck  
 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 15 day of January 1940.

W. H. Andrews  
 Mortgagee. Owner.

THIS Release  
 was written  
 on the original  
 Mortgage  
 and  
 entered  
 this 20 day  
 of January  
 1940  
 Harold A. Peck  
 Reg. of Deeds.