

Receiving No. 7039

MORTGAGE RECORD 80

Reg. No. 1718

Fee Paid, \$ 1.50

FROM

E. S. Weatherby et ux
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of
December A. D. 19 38 at 2:55 o'clock P. M.

By

Harold G. Beck
Register of Deeds.

Deputy.

THIS INDENTURE, Made this seventeenth day of December
hundred and thirty eight between E S Weatherby and Katharine R. Weatherby, his wifeof Lawrence in the County of Douglas and State of Kansas
part 108 of the first part, and The Lawrence Building and Loan AssociationWITNESSETH, That the said parties of the first part, in consideration of the sum of
>Six hundred fifty and no/100 - - - - - DOLLARS, to them
which is hereby acknowledged, ha ve sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, the
following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot (5) in Block Thirteen (13) in Lane's Second Addition to 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 part 108 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 seized
of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except mortgages of record

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

It is agreed between the parties hereto that the parties 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 y of the second part, the loan, if any, made payable to the extent of the interest. And in the event that
said parties 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 y 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
Six hundred fifty and no/100 - - - - - DOLLARS,according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th day of December 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 y of the first part
shall fail to pay the same as provided in this indenture.And the covenants 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 the covenants shall become absolute, and the whole sum remaining unpaid,
provided by law and out of all moneys arising from such sale to retain the amount of unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any,
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 same 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 of unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any,
then be shall be paid by the part y making such sale, on demand, to the first part 108.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 part 108 of the first part ha ve hereunto set their hand and seal on the day and year last above

written.

E. S. Weatherby (SEAL)

Katharine R. Weatherby (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of December A. D. 19 38 before me, a

Notary Public

E. S. Weatherby and Katharine R. Weatherby, his wife

to me personally known to be the same person s 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 40.

I. C. Stevenson

Notary Public.

This Release

was written

on the original

Mortgage

entered

this 1st day

of March

19 38

Harold G. Beck

Reg. of Deeds.

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 29th day of Feb 1940.L. E. Ely, Secy.
(Off. Seal)Lawrence Building & Loan Assoc.
George O. Foster, Pres. Mortgagee.

Owner.