

Receiving No. 11275

## MORTGAGE RECORD 84

Reg. No. 2526  
Fee Paid, \$6.25

FROM

Jeannette T. Wheeler

TO

Peoples State Bank Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of

December A. D. 1940, at 1:35 o'clock P.M.

Nash D. Beck

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this twenty-third day of December, in the year of our Lord, one thousand nine hundred and forty-between Jeannette T. Wheeler, a single woman

of Lawrence in the County of Douglas and State of Kansas party of the first part, and Peoples State Bank, Lawrence, Kansas party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty five hundred 00/100 DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture doth Grant, Bargain, Sell and Mortgage to the said party of the second part, in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 198 feet West and 423.34 feet North of a point on the South line of Section 36, Township 12, Range 19, which is North 89° 33' East 850 feet from the Southwest corner of said Section 36; thence South 63° 55' West 7.95 feet to the beginning of a curve to the left with a radius of 2915 feet; thence along said curve for a distance of 257.66 feet to the end point thereof; thence South 58° 52' West 28 feet; thence North 16° 48' West 217.87 feet; thence North 198.72 feet; thence East 330 feet; thence South 266.06 feet to place of beginning, Less that portion thereof deeded to Laurence C. Woodruff and Jeannette W. Woodruff recorded August 23, 1940 in Deed Book 142, page 350 and shown herein, described as follows:

Beginning at a point 198 feet West and 423.34 feet North of a point on the South line of Section 36, Township 12, Range 19 which is North 89° 33' East 858 feet from the Southwest corner of said Section 36; thence South 63° 55' West 7.95 feet to the beginning of a curve to the left with a radius of 2915 feet; thence along said curve for a distance of 257.66 feet to the end point thereof; thence South 58° 52' West 28 feet; thence North 16° 48' West 217.87 feet; thence North 198.72 feet; thence East 330 feet; thence South 266.06 feet to place of beginning, which lies West of a line commencing on the North line of the above described real estate at a point midway between the Northeast corner and the Northwest corner thereof; thence South 198.72 feet; thence Southeast to a point on the South line of said tract midway between the Southeast and Southwest corners thereof,

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

And the said party of the first part doth hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance, free and clear of all incumbrances

whatsoever

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 party 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 she 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party 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 party 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

Twenty five hundred 00/100

DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the 23rd day of December 1940, and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

All this conveyance shall be void if such payment be made as herein specified, and the obligation containe 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 kept in as good repair as they are now, or if waste is committed on said premises, then the 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 party 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 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 party of the second part to the party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation 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 party of the first part has hereunto set her hand and seal the day and year last above written.

Jeannette T. Wheeler

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.  
County of Douglas }

BE IT REMEMBERED, That on this 23rd day of December A. D. 1940, before me, a

Notary Public in the aforesaid County and State, came

Jeannette T. Wheeler, a single woman

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

(SEAL)

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 22nd day of March 1942.

T. J. Sweeney Jr.

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 23rd day of June 1951.

(Corp. Seal)

The first National Bank of Lawrence, Lawrence, Mo.  
By Edgar Dock  
Vice Pres.

Mortgagee.

Owner.

This Release  
was written  
on the original  
mortgage  
entered  
this 23rd day  
of June  
1951  
Nash D. Beck  
Reg. of Deeds

In recording, at 10:05 A.M.