

MORTGAGE RECORD 84

Reg. No. 2692

Fee Paid, \$ 6.25

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24 day of

June A. D. 19 41, at 11:45 o'clock A. M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this twenty third day of June, in the year of our Lord, one thousand nine hundred and forty one between

Jeannette T. Wheeler, an unmarried woman

of Lawrence in the County of Douglas and State of Kansas

part of the first part, and T. J. Sweeney Jr.

WITNESSETH, That the said part Y 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 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:

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 267.66 feet to the end point thereof; thence South 58° 52' West 26 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 part of the above described real estate which lies West of a line commencing on the North line thereof, at a point midway between the Northeast and Northwest corners of the tract thence South 198.72 feet, thence Southeast to a point 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 part Y of the first part do hereby covenant and agree that at the delivery hereof, she is 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 whatsoever

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

It is agreed between the parties hereto that the part Y 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 part Y of the second part, the fee, if any, made payable to the part Y of the second part to the extent of \$12.50 interest. And in the event that said part Y 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

Twenty five hundred 00/100

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 23rd day of June 1941

and by the terms thereof 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 this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged, if it shall 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 increase in value shall become available, or if the buildings on said real estate are not kept up as good repairs as they are now, or if it shall be committed or if the increase in value shall become available, 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 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 Y of the second part, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this indenture 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 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 24th day of June A. D. 19 41, before me, a

Notary Public in the aforesaid County and State, came

Jeannette T. Wheeler, an unmarried 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 day of 19

My commission expires April 10, 1945

S. A. Wood

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 7th day of July, 1943.

T. J. Sweeney Jr. Mortgagee. Owner.

This Release was written on the original mortgage entered this 7th day of July, 1943.

Harold A. Beck
Register of Deeds