

# MORTGAGE RECORD 84

Reg. No. 2848  
Fee Paid, \$ .75

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FROM  
Waldemar Wiechman & wife  
TO  
I. J. Meade  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 19 day of November A. D. 1941, at 4:50 o'clock P.M.  
By *Narold A. Seck* Register of Deeds.  
Deputy.  
THIS INDENTURE, Made this 15 day of November, in the year of our Lord, one thousand nine hundred and Forty-One between Waldemar Wiechman and Dorothy Wiechman, his Wife of Lawrence in the County of Douglas and State of Kansas part 125 of the first part, and I. J. Meade part Y of the second part.

WITNESSETH, That the said part 125 of the first part, in consideration of the sum of Three Hundred Fifty & No/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, sold, 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:

The North Seventeen and One-half (17 1/2) feet of Lot Thirty-seven (37), and all of Lot Thirty-eight (38) in Solomon Sub-division, in the City of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 125 of the first part therein.

And the said part 125 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, free and clear of all incumbrances

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 part 125 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 here, if any, made payable to the part Y of the second part to the extent of his interest. And in the event that said part 125 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 Three Hundred Fifty & No/100 - - - - - DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of November 1941 and by the 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 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, 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 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 collect the rents and benefits accruing thereon; and to sell the premises hereby created, or any part thereof, in the manner provided by law and to have a receiver appointed to collect the same and 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 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 party making such sale, on demand, to the first part 125.

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 125 of the first part have hereunto set their hand and seals the day and year last above written.

Waldemar Wiechman (SEAL)  
Dorothy Wiechman (SEAL)  
(SEAL)  
(SEAL)

STATE OF KANSAS  
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 15th day of November A. D. 1941, before me, a Notary Public in the aforesaid County and State, came Waldemar Wiechman and Dorothy Wiechman, his Wife

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 25, 1943.

W A Schaal 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 if record. Dated this 27 day of 1943

*I. J. Meade* Mortgagee. Owner.

This Release was written in the original Mortgage of this 27 day of February 1943  
Narold A. Seck  
Reg. of Deeds.