

# MORTGAGE RECORD 88

indenture of mortgage bearing date the 1st day of February A.D. 1923 made by A.A. Webber and Jessie B. Webber (Husband and Wife) conveying the following lands and tenements situated, lying and being in the County of Douglas and State of Kansas, to wit:

The North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Fifteen (15), Township Fourteen (14), Range Eighteen (18),

in favor of said The Prudential Trust Company, which said mortgage was duly recorded in the office of the Register of Deeds, of the County of Douglas and State of Kansas, on the 15th day of February in the year 1923 in Book 64 of Mortgages, at page 17 thereof, together with the notes or obligations therein described.

TO HAVE AND TO HOLD The same unto the said party of the second part its successor or assigns, subject only to the provisions in said indenture of mortgage contained.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and caused its seal to be affixed this the 1st day of June A. D. 1925.

(CORP. SEAL)  
ATTEST:  
John E. Kirk Secretary

THE PRUDENTIAL TRUST COMPANY,  
By C. W. McKeen President

THE STATE OF KANSAS )  
COUNTY OF SHAWNEE ) ss.

BE IT REMEMBERED, That on this 1st day of June A.D. 1925 before me, a notary public in and for the said County and State, came C.W. McKeen, President of and for THE PRUDENTIAL TRUST COMPANY, a corporation, to me personally known to be such officer and the same person who executed the foregoing instrument on behalf of said corporation, and duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(SEAL) Commission Expires 6-30-28

Margaret Allen  
Notary Public

Recorded December 23, 1943 at 11:15 A.M.

*Harold A. Beck* Register of Deeds

Receiving No. 19627

Reg. No. 3617  
Fee Paid \$3.25

## MORTGAGE

THIS INDENTURE, Made this 22nd day of December in the year of our Lord one thousand nine hundred and forty three 1943, between G. M. Veburg and Pearl M. Veburg his wife of Overbrook, in the County of Douglas and State of Kansas, Part of the first part, and Anna Lister party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1325.00 One thousand three hundred twenty five \$(1325.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

The West  $\frac{1}{2}$  of S.W.  $\frac{1}{4}$  of Section 27-Township (14) South of Range 18 east of sixth principal meridian.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties 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 encumbrances

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, the sum of not less than \$1325.00 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1325.00 One thousand three hundred twenty five DOLLARS, according to the terms of a certain mortgage note or bond, this day executed by the said party of the first part, and payable on the 22nd day of December 1948, to the order of said second party Interest payable on 22nd day of Dec. and June each year

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed 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 of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said part of the first part ha hereunto set hand and seal the day and year first above written.

G. M. Veburg  
Pearl M. Veburg

STATE OF KANSAS )  
FRANKLIN COUNTY ) ss.

BE IT REMEMBERED, That on this 22nd day of December A. D. 1943, before me, a Notary Public in and for said County and State, came G. M. Veburg and Pearl M. Veburg, his wife to me personally known to be the same persons 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.

(SEAL) My Commission expires Dec. 6-1944

B. F. Bowers  
Notary Public

Recorded December 27, 1943 at 9:36 A.M.

*Harold A. Beck* Register of Deeds

*The within Mortgage having been paid in full, it is hereby released on this original instrument this 5th day of July 1946 Anne Lister*

This release was written on the original mortgage entered this 19 day of July 1946  
*Harold A. Beck*  
Reg. of Deeds