

## MORTGAGE RECORD 91

Reg. No. 3981

Fee Paid, \$1.75

Receiving No: 22027

FROM  
Marjorie Faye Whitney, a single woman  
 TO  
THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
 This instrument was filed for record on the 8 day of  
November A. D. 1944, at 2:10 o'clock P. M.  
Harold A. Beck  
 Register of Deeds.  
 By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this 6th day of November, in the year of our Lord, one thousand nine  
 hundred and Forty-Four between  
Marjorie Faye Whitney, a single woman  
 of Lawrence in the County of Douglas and State of Kansas  
 party of the first part, and The Lawrence National Bank  
Lawrence, Kansas party of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of  
Seven Hundred and no/100 ----- DOLLARS, to her duly paid, the receipt of  
 which is hereby acknowledged, has sold, and by this Indenture do as Grant, Bargain, Sell and Mortgage to the said party 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 the Northwest corner  
 of Lot Three (3)  
 in Block Seventeen (17)  
 in that part of the City of Lawrence,  
 known as West Lawrence;  
 thence running South 100 feet;  
 thence running East 250 feet;  
 thence running North 100 feet;  
 thence running West 250 feet  
 to the place of beginning,  
 in Douglas County, Kansas.

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 do as hereby covenant and agree that at the delivery hereof that 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 incumbrance  
 and that they will warrant and defend the same against all parties making lawful claim thereto.

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  
Seven Hundred and no/100 ----- DOLLARS,  
 according to the terms of one certain written obligation for the payment of said sum of money, executed on the 6th day of November 1944,  
 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 either, and the amount so paid shall become a part of the indebtedness, secured by  
 said party 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 kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance  
 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 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 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 incident thereto, and the overplus, if any there be, shall be paid by the party of the first part  
 making such sale, on demand, to the first 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 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 hereto set her hand and seal on the day and year last above  
 written.

Marjorie Faye Whitney (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS  
 County of DOUGLAS ss.

BE IT REMEMBERED, That on this 6th day of November A.D. 1944, before me, a

Notary Public in the aforesaid County and State, came

Marjorie Faye Whitney, a single woman

(SEAL)

to me personally known to be the same person 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 19th day of August, 1947.

Geo. D. Walter

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 15th day of June, 1945.

Lawrence National Bank Lawrence, Kansas  
 Mortgagee. Owner.

W. E. Dickey asst V.P.

(Copy Seal)

This release  
 was written  
 on the original  
 mortgage  
 this 16 day  
 of June  
 1945  
Harold A. Beck  
 Reg. of Deeds