

## MORTGAGE RECORD 91

Receiving No. 26579

Ref No 4601

Fee Paid \$ 7.50

FROM

Ray W. Wright and Dorothy G. Wright  
TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY. ss.

This instrument was filed for record on the 1 day of February, A. D. 1946, at 1:45 o'clock P. M.

Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 31st day of January, in the year of our Lord, one thousand nine hundred and forty-six between Ray W. Wright and Dorothy G. Wright husband and wife

of Lawrence in the County of Douglas and State of Kansas  
parties of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Three thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ve 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:

Lot 63 on Tennessee Street in the City of Lawrence, Kansas

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

And the said part SS of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S 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 part IES 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 becomes 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 loss, if any, made payable to the part Y of the second part to the extent of IES interest. And in the event that said part IES 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 that part Y of the second part may sue and recover against said part IES of the first part the amount of such taxes and the amount so paid shall become a part of the indenture, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of three thousand and no/100 DOLLARS

\_\_\_\_\_ DOLLARS,  
according to the terms of QDC certain written obligation \_\_\_\_\_ for the payment of said sum of money, executed on the 31st day of January, 1936  
and by X terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum  
of money advanced by the said part V of the second part to pay for any insurance, or to discharge any taxes or to increase the term of

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, then this conveyance shall remain in full force and effect on said real estate until the same be paid in full, and the same shall be 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, then this conveyance shall remain in full force and effect, and the same 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 be due and payable at once.

Immediately mature and become due and payable at the option of the mortgagee, without notice, and it shall be lawful for the said party Y or the second party Y 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 thereon and the interest 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 Y making such sale, on demand, to the first party IGS.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal 3 the day and year last above written.

Ray W. Wright (SEAL)

Dorothy G. Wright (SEAL)

\_\_\_\_\_ (NAME)

(SEAL)

STATE OF Kansas  
County of Lowell } ss.

BE IT REMEMBERED, That on this 31st day of January A.D. 1946, before me, a Notary Public in the aforesaid County and State, came

Rav W. Wright and Dorothy G. Wright, husband and wife

(SEAL)

to me personally known to be the same person Sam 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 21st day of Apr., 1946.

L. E. E.

**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 3rd day of Dec. 19 46

Attest: R. E. Eby  
Secretary (Corp. Seal)

The Lawrence Building and Loan Association  
By W. C. Brinkman President Mortgagee. Owner

This release  
was written  
on the original  
mortgage  
entered  
this 6 day  
of Dec  
1946  
Harold A. Rice  
Reg. of Deeds