

Receiving No. 26857

MORTGAGE RECORD 91

Reg. No. 4640

Fee Paid, \$10.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 21 day of

February A. D. 1946, at 1:45 o'clock P. M.

TO

Harold A. Beck

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 18 day of February, in the year of our Lord, one thousand nine hundred and Forty-six between Charles H. Nuffer and Octavia Nuffer, husband and wife

of Lawrence in the County of Douglas and State of Kansas parties of the first part, and The Lawrence National Bank

part y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have 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 1 in Block 17 in Babcock's Enlarged Addition to the City of Lawrence, Kansas

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 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 parties 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 parties of the second part, the less, if any, made payable to the parties of the second part to the extent of the interest. And in the event that said parties 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 parties of the second part may pay said tax and insurance, or either, and the amount so paid shall constitute 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

Four thousand and no/100

DOLLARS,

according to the terms of the certain written obligation for the payment of said sum of money, executed on the day of February, 1946, and by the parties of the second part, with all interest accruing thereon, to discharge any taxes with interest thereon as provided in the event that

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 parties 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 surplus, if any there be, shall be paid by the parties making such sale, on demand, to 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 parties of the first part have hereunto set their hands and seal the day and year last above written.

Charles W. Nuffer (SEAL)

Octavia Nuffer (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

County of Douglas

ss.

BE IT REMEMBERED, That on this 18 day of Feb., A.D. 1946, before me, a

notary public in the aforesaid County and State, came

Charles W. Nuffer and Octavia Nuffer his wife

(SEAL)

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.

My commission expires on the 25 day of Jan., 1950.

Geo. H. Kunne

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 25 day of August, 1947.

James H. Nuffer Mortgagee

Geo. H. Nuffer Owner

(Copy Seal)

This release was written on the original mortgage entered this 25 day of August, 1947.

Shirley A. Beck

Reg. of Deeds

Shirley A. Beck

Deputy