

MORTGAGE RECORD 91

Reg. No. 4733

Reg. No. _____
Fee Paid. \$ 7.50

FROM

William J. and Helen W. Finon

TO

The Lawrence National Bank Lawrence Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26 day of

March 10 1946 at 3:00 o'clock P. M.

Harold A. Beck
Register of Deeds

By _____ Deputy: _____

THIS INDENTURE, Made this twenty-third day of March, in the year of our Lord, one thousand nine hundred and forty-six between William J. Pinon and Helen W. Pinon, his wife

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

WITNESSETH, That the said parties of the first part, in consideration of the sum of _____ part _____ of the second part Three 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 party _____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas _____

Lot 59, Breecedale, an addition to the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part 1CS of the first part therein.

And the said party ES 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 100% 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 loss, if any, made payable to the part Y of the second part to the extent of 100% interest. And in the event that said part 100% 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 make said payment and insure said premises, 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of-

Three thousand and no/100 DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of March 1946

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 franchise, and the amount of such taxes with interest thereon as said party of the first part has or shall have the same as provided in this indenture.

[illegible]

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 Y 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 thereon, or 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 party making such sale, on demand, to the first ACS

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 hand and seal s the day and year last above written.

William J Pinon (SEAL)

Helen W. Pinon (SEAL)

(Seal)

(SEAL)

STATE OF Kansas

County of Douglas

BE IT REMEMBERED, That on this 25th day of March A D 1946 before me, *De*

Notary Public _____ in the aforesaid County and State, came William J. Finon and Helen W. Finon

his wife

(SEAL)

to me personally known to be the same person S who executed the foregoing instrument and duly acknowledged the

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 January, 19 50

Gen. H. Byrne

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 _____ day of _____, 19____.

[illegible]