

## MORTGAGE RECORD 91

FROM

Sherwin L. Derby &amp; Wife Lawrence, Kansas

TO

LAWRENCE NATIONAL BANK LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

June A. D. 1946, at 10:05 o'clock A. M.

Harold A. Beck  
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 14th day of June, in the year of our Lord, one thousand nine hundred and Forty-six between

Sherwin L. Derby and Ann R. Derby, his wife

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

part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of  
Thirty Five Hundred 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, to-wit:Lot No. Four (4) in Block No. Eleven (11) in University Place, an Addition to the  
City of Lawrence,

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 incumbrances

no exceptions

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 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 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 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

Thirty Five Hundred

DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14th day of June 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 for any other purpose, as herein provided, and also to secure any sum

said parties of the first part shall pay the same with interest thereon as herein provided, 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 for any other purpose, as herein provided, and also to secure any sum

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 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 surplus, if any there be, shall be paid by the party

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 parties of the first part have hereunto set their hands and seal on the day and year last above

written.

Sherwin L. Derby (SEAL)

Ann R. Derby (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas  
County of Douglas ss.BE IT REMEMBERED, That on this 14th day of June A.D. 1946, before me, a  
Notary Public in the aforesaid County and State, came

Sherwin L. Derby and Ann R. Derby, his wife

(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 18th day of March, 1950.Howard Wiseman  
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

to Deeds to enter the discharge of this mortgage of record. Dated this 14th day of September, 1946.

Notary: Geo. H. Rittner  
Howard Wiseman  
Asst. Sec. - PresidentThis release  
was written  
on the original  
mortgageentered  
this 15th day  
of September  
1946Harold A. Beck  
Reg. of Deeds

Deputy