

MORTGAGE RECORD 91

Reg. No. 4975

Fee Paid, \$ 6.75 ✓

FROM

George T. Netzel & Bertha L. Netzel (his wife)

TO

Marguerite M. Clayton

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 19 day of

June _____ A. D. 1946, at 2:30 o'clock P. M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 17th day of June, in the year of our Lord, one thousand nine hundred and forty six between

George T. Wetzel and Bertha L. Wetzel (his wife)

of Lawrence in the County of Douglas and State of Kansas.
parties of the first part, and Marguerite M. Clayton

WITNESSETH That the said part 103 of the first part is consideration of the _____ part Y of the second part.

Twenty seven hundred & no/100- - - - - DOLLARS, to them duly paid, the receipt of which I hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said partyy of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 20 Block 15, Lane Place Addition, City of Lawrence, Kansas, Douglas County

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

And the said part 103 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 said 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 her 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 incurred 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.

Twenty seven hundred & no/100

- DOLLARS.

[illegible]

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 making such sale, on demand, to the first part 103

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 part 103 of the first part ha. 70 hereunto set their hand and seal 3 the day and year last above written.

George T. Wetzel (SEAL)

Bertha L. Wetzel (SEAL)

(Seal)

(5E11)

STATE OF KANSAS
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 17th day of June A.D. 1946, before me, a

Notary Public In the aforesaid County and State, came

(SEAL)

George T. Watzel & Bertha L. Watzel (his wife)

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 January, 19 50.

Geo W. Kuhne

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____.

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