

Receiving No. 28830

MORTGAGE RECORD 91

Reg. No. 5006

Fee Paid, \$6.25

FROM
J. V. McMAHON & SADIE V. WILSON
TO
LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 8 day of
July A. D. 1946, at 11:25 o'clock A. M.
Hansel A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 29th day of June, in the year of our Lord, one thousand nine hundred and forty six between

J. V. McMahon, a widower and Sadie V. Wilson, a widow
of Lawrence in the County of Douglas and State of Kansas
parties of the first part, and The LAWRENCE NATIONAL BANK, Lawrence, Kansas, part Y of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two thousand, five hundred 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 NUMBERED ONE HUNDRED NINETY NINE (199) ON OHIO STREET, IN THE CITY OF LAWRENCE, KANSAS
(Also known as 1229 Ohio Street)

State of Kansas
County of Douglas SS:

BE IT REMEMBERED, That on this 2nd day of July, A.D. 1946 before me a Notary Public in and for the County and State aforesaid, came J. V. McMahon, a widower, personally known to me to be the same person who executed the within instrument of writing and he did duly acknowledge the execution of the same IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the last day and year above written.

(SEAL) My Com. Ex. Jan. 25, 1950

Geo. W. Kuhne
Notary Public

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

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 parties of the second part, the loss, if any, made payable to the parties 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 parties 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 Two thousand five hundred and no/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 29th day of June 1946, and by its terms made payable to the parties of the second part, with all interest accruing thereon up to the date of said obligation and the interest thereon hereinafter provided, in and to which said parties of the first part shall fail to pay the same as provided in this indenture.

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 collect the same on demand.

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 seals the day and year last above written.

J. V. McMahon

(SEAL)

Sadie V. Wilson

(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ss.
County of Cowley

BE IT REMEMBERED, That on this 1st day of July A.D. 1946 before me, a Notary Public in the aforesaid County and State, came Sadie V. Wilson, a widow

(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 January, 1947.

W. R. Coffey

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 2 day of July, 1947.

(Corp. Seal)

The Lawrence National Bank Lawrence Kansas
J. J. Glasgow and Cashier
Geo. W. Kuhne Cashier
Mortgagee. Owner.

This release was written on the original mortgage entered this 2 day of July 1947.
Hansel A. Beck
Reg. of Deeds