

MORTGAGE RECORD 91

FROM
Neal M. Wherry & wife 1805 Mississippi
TO
The Lawrence National Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 29 day of
August A. D. 1946, at 2:25 o'clock P. M.
Harold A. Beck
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 24th day of August, in the year of our Lord, one thousand nine hundred and forty-six between
Neal M. Wherry and Lulu H. Wherry, 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
parties of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of
THIRTY SIX 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 part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Number 2 in Block number 13 in University Place, an Addition to the City of Lawrence.

This mortgage is given to secure the payment of part of the purchase price of said premises.

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

And the said part 1st of the first part do hereby covenant and agree that as the delivery hereof they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance.

No Exceptions

It is agreed between the parties hereto that the part 1st 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 warrant and defend the same against all parties making lawful claim thereto.

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

THIRTY SIX HUNDRED * * * * * DOLLARS,

according to the terms of certain written obligation for the payment of said sum of money, executed on the 24th day of August 1946, and by the terms of the said part 2nd 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 part 2nd of the second part to pay for any insurance, or for the payment of any taxes or interest thereon 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 kept up as provided herein, or if the buildings on said real estate are not kept up 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 part 2nd 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 part 2nd of the second part 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.

Neal M. Wherry (SEAL)

Lulu H. Wherry (SEAL)

(SEAL)

(SEAL)

Subscribed and sworn to before me, the undersigned, Notary Public, in and for the District of Columbia, on this 23rd day of August, A. D. 1946, before me, a Notary Public in and for the District of Columbia, came
Neal M. Wherry and Lulu H. Wherry

(SEAL)

to me personally known to be the same person as 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 31st day of January, 1949.

James M. Mason

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 31st day of December, 1953.

The Lawrence National Bank, Lawrence, Kansas (Cashier)

Mortgagee. Owner.

Attest
Howard Wiseman
v. Pres
(Card. Sub)

This release was written on the original mortgage.

entered this 2nd day of January 1954.

Harold A. Beck

Register of Deeds

Deputy