

Receiving No. 29919

MORTGAGE RECORD 91

Reg. No. 5194

Fee Paid, \$6.75

FROM

W. R. Meairs and Olive V. Meairs his wife

TO

Mrs. Cora Whedon

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 20th day of

September A. D. 1946, at 4:45 o'clock P.M.

Harold A. Beck
Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 20th day of September, in the year of our Lord, one thousand nine hundred and Forty-Six between W. R. Meairs and Olive V. Meairs, his wife

of Lawrence in the County of Douglas and State of Kansas
part 1st of the first part, and Cora Whedon

part V of the second part.

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

The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24)
Township Thirteen (13), South of Range Nineteen (19),
East of the Sixth Principal Meridian in Douglas County,
Kansas

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 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

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 1st of the first part shall at all times during the life of this indenture pay to the said part V of the second part the sum of \$27.00 per annum, to be paid in four equal installments of \$6.75 each, on the 1st day of January, 1st day of April, 1st day of July and 1st day of October, in each year. And if the said part 1st of the first part shall fail to pay the same as provided in this indenture, then the said part V 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 TWENTY-SEVEN 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 20th day of September, 1946, and by the said part 1st of the first part, with all interest accruing thereon according to the terms of said obligation, and also to secure any sum of money advanced by the said part V of the second part to pay for any insurance, or for any other purpose, and the said part 1st 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 if the taxes 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 part V 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 overplus, if any there be, shall be paid by the part V of the second part, on demand, 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 part 1st of the first part has hereunto set their hand and seal the day and year last above written.

W. R. Meairs (SEAL)

Olive V. Meairs (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas } ss.
County of Douglas }

BE IT REMEMBERED, That on this 20th day of September A.D. 1946, before me, a Notary Public in the aforesaid County and State, came W. R. Meairs and Olive V. Meairs his wife

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.

(SEAL)

My commission expires April 25 1947

W. A. Schaaf

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 23rd day of February, 1954

Samuel A. Jackson, Register of the State of Kansas
Mortgagee. *Cora A. Whedon* Owner.

This release was written on the original mortgage entered the 23rd day of February 1954

Harold A. Beck
Register of Deeds

County of Douglas