

47) The following is endorsed on the original instrument -

know all men by these presents, that Charles Building and Loan Association, by M. H. Perkins, its President, hereunto duly authorized, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorizes the Register of Deeds of the County of Douglas in the State of Kansas, to

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This indenture made this first day of May, A.D. 1877, by and between Bertha E. Hartmann unmarried, Alfred Whitman and Mary B. Whitman, husband and wife of Lawrence, County of Douglas, and State of Kansas, parties of the first part, and The Atlas Building and Loan Association of Lawrence, Kansas, party of the second part. Witnesseth: That the parties of the first part, in consideration of the sum of \$1,000⁰⁰ one thousand dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the County of Douglas and State of Kansas, to wit: Lots twenty-two (22) and Twenty-Four (24) on New York street in the City of Lawrence [Rev. Stamp 25^{cts}]. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances therunto belonging. The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, its successors and legal representatives forever. This grant is intended as a mortgage to secure the payment of one Thousand \$1000⁰⁰ dollars according to the terms of a certain promissory note for said sum, of even date herewith, executed and delivered by the part - of the first part, and payable in gold coin, or its equivalent, to the party of the second part at its general office in Lawrence, Kansas, in monthly installments according to the terms of said note and the Rules and By Laws of the party of the second part. The parties of the first part covenant and agree to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, secured by this mortgage, and be collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid. The parties of the first part further covenant and agree to keep the building, fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against fire and damage by fire, tornadoes, cyclones and wind storms to the amount of not less than one thousand dollars, loss if any, payable to the party of the second part as its interests may appear; and if additional insurance be procured thereon, and the policies therefor shall not be made in terms payable as herein specified, the company placing such additional insurance shall nevertheless make contribution, in case of loss to the same extent as it would be required to do