This indenture, made this First day of July in the year of our Lord One Thousand Nine Hundred-and-Twelve between Iva Karkham; Margaret B. Moore; Ethel C. Taylor; Agnes Husband; Mary Ives Hartley and Ella F. Beeks, Trustees for Lambda Chapter of the Delta Delta Delta Fraternity of Baldwin in the County of Douglas and State of Kansas, of the first part, and The Allen Investment Company of the second part: Witnesseth, That the parties of the first part, in consideration of the sum of Four Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain sell, convey and mortgage to the said party of the second part, its heirs successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit: Nots Nos Fifteen (15); Sixteen (16) Seventeen (17); and the North half $(N, \frac{1}{2})$ of Lot No. Fighteen; all on Minth Street, City of Baldwin, Douglas County, Kansas, with the Mappurtenances, and all the estate, title and interest of the said parties of the first Epart therein. And the said parties of the first part do 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 incum-Sbrances and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a mortgage to secure the payment of the sum of Four Thousand Dollars, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, dated July 1st, A.D. 1912, due and payable Five years after date thereof, with interest thereon from date thereof until paid, according to terms of said note and coupons thereto attached. This conveyance shall be void if such payment be made as in said note and herein specified. The parties of the first part shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornadoe in favor of the holder hereof, in the sum of Four Thousand Dollars, in some insurance company satisfactory to the holder hereof, and shall pay all taxes on said premises when due, in default whereof the said holder may obtain such insurance as he may desire, or pay In y any taxes thereon, and the expense of such insurance and taxes shall, from the pryment thereof, be and become an additional lien under this mortgage upon the above described premises and shall bear interest at the rate of ten per cent per annum until paid. But if default be made in such payment, or any part thereof, or interest thereon or the insurance on the buildings, as aforesaid, is not kept up thereon, or the taxes on said premises, or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable or not, at the option of the holder hereof, without notice, and it shall be lawful for the said holder, at any time thereafter, to foreclose this mortgage and sell the said premises hereby granted, or any part thereof, in the manner prescribed by law, eppraisement hereby weived, or not, at the option of the holder hereof, and out of the monies arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale. In case an action is commenced for the foreclosure of said

mortgage

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dee

Recorded.

613

15.7.