

written.

My Commission expires Nov. 16th 1915. (SEAL) C. W. Sparr, Notary Public.

Recorded Nov. 8th A.D. 1912 at 2:40 P.M.

Thos. Lawrence
Register of Deeds.

This Indenture, Made this 9th day of November, A.D. 1912, between The Lawrence Masonic Temple Building Company, a Corporation organized and existing under and by virtue of the laws of the state of Kansas, with its principal place of business in the City of Lawrence, County of Douglas, State of Kansas, of the first part, and G. A. Graeber of Lawrence, Kansas, of the second part, Witnesseth, That the said party of the first part in consideration of the sum of Twenty-Six hundred Dollars (\$2600.00) to it duly paid the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, his heirs 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: Lot Ninety-Three (93) on Massachusetts Street in the City of Lawrence, said county and State, with all the appurtenances and all estate, title and interest of the said party of the first part therein and the said The Lawrence Masonic Temple Building Company does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate therein, free and clear of all incumbrances except a first mortgage on said property for Twenty Thousand Dollars (\$20,000) in favor of the Farmer's and Banker's Life Insurance Company of Wichita, Kansas.

This grant is intended as a mortgage to secure the payment of the sum of Twenty Six hundred Dollars (\$2600.) according to the terms of one certain promissory note this day executed and delivered by the said The Lawrence Masonic Temple Building Company to the said G. A. Graeber, with interest thereon at the rate of eight per cent per annum, payable semi-annually, and due in one year after the date hereof.

And this conveyance shall be void if such payments be made as herein specified. And it is understood that the said party of the first part shall keep said premises insured in a sum sufficient to protect the party of the second part, and by these presents does convey its interest in such insurance policies to said second party. But if default be made in the payment of such note, or any part thereof, or the interest thereon or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole amount shall be come due and payable upon such default, and it shall be lawful for the said party of the second part, his heirs, executors, administrators and assigns at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said the Lawrence Masonic Temple Building Company or its assigns. In Witness Whereof, The Lawrence Masonic Temple Building Company has caused this mortgage to be signed on its behalf by its President thereunto duly authorized so to do by its Board of Directors, and to be

(This Indenture is returned to the original Indentment)
The whole herein described having been paid in full, this mortgage is hereby released and the
Mortgagee is hereby discharged. As witness my hand this 9th day of November, A.D. 1912.

G. A. Graeber

Recorded July 16, 1914
Thos. Lawrence
Register of Deeds.