

being payable in lawful money of the United States of America at the Office of The Ottawa Mortgage Company in Ottawa, Kansas.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount then unpaid of 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 the said first parties or their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

W. H. Wilber (SEAL)
Edith H. Wilber (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 27th day of July A.D. 1916, before me, a Notary Public in and for said County and State, came W. H. Wilber and Edith H. Wilber, his wife, to me personally known to be the same persons 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.
Commission expires on the 15th day of May 1919 (SEAL) . W. M. Clark, Notary Public.

Recorded July 28th., A.D. 1916, at 9:45 o'clock A.M.

Thos. L. Lawrence
Register of Deeds,
Law. C. M. H. Deputy.

THIS INDENTURE, Made this 20th. day of July in the year of our Lord one thousand nine hundred sixteen, by and between Beta Tau Chapter of the Kappa Sigma Society, a Corporation of Baldwin City, of the County of Douglas and State of Kansas, party of the first part, and The Baldwin State Bank of Baldwin Kansas, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in Baldwin City, County of Douglas and State of Kansas, to wit:

Lots numbered One hundred Thirteen (113), One hundred Fifteen (115), One hundred Seventeen (117), One hundred Nineteen (119), One hundred Twenty-one (121), and One Hundred Twenty-three (123) on Monroe Street, City, County and State aforesaid.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and unto its successors and assigns forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof they are the lawful owner of the premise above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST. Said Beta Tau Chapter of the Kappa Sigma Society is justly indebted unto the said party of the second part in the principal sum of Five Thousand Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Beta Tau Chapter of the Kappa Sigma Society and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered A, executed and delivered by the said Beta Tau Chapter of the Kappa Sigma Society bearing date July 20th. 1916, and payable to the order of the said Baldwin State Bank, five years after date at The Baldwin State Bank, Baldwin Kansas with interest thereon from date until maturity at the rate of 7 per cent. per annum, payable semi-annually, on the 20th days of December and June in each year, and 10 per cent. per annum after maturity, the installment of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said Baldwin State Bank at Baldwin State Bank, Baldwin Kansas.

SECOND. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified and if not so paid the said party of the second part or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10

(The following is enclosed on the original instrument)
Know All Men by These Presents, That Beta Tau Chapter of the Kappa Sigma Society, a Corporation of Baldwin City, County of Douglas and State of Kansas, party of the first part, and The Baldwin State Bank of Baldwin Kansas, party of the second part, do hereby certify that the sum of Five Thousand Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Beta Tau Chapter of the Kappa Sigma Society and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered A, executed and delivered by the said Beta Tau Chapter of the Kappa Sigma Society bearing date July 20th. 1916, and payable to the order of the said Baldwin State Bank, Baldwin Kansas with interest thereon from date until maturity at the rate of 7 per cent. per annum, payable semi-annually, on the 20th days of December and June in each year, and 10 per cent. per annum after maturity, the installment of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said Baldwin State Bank at Baldwin State Bank, Baldwin Kansas.

Recorded Dec 22 1916
Thos. L. Lawrence
Register of Deeds,
Law. C. M. H. Deputy.