

MORTGAGE RECORD NO. 55.

This Indenture, Made this 30th day of March in the year of our Lord nineteen hundred and eight, between Frank E. Viete and wife, Emma B. Viete of Lawrence in the County of Douglas and State of Kansas, of the first part, and Unitarian Society of Lawrence, Kansas of the second part:

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Fifteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have ss sold, and by these presents do grant, bargain, sell and mortgage to the said part 2d of the second part its 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 number one hundred and eighteen (18) on New York Street in the city of Lawrence, Kansas according to the recorded plat thereof

with all the appurtenances, and all the estate, title and interest of the said part 1st of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner ss of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Fifteen hundred Dollars according to the terms of one certain note and coupons this day executed and delivered by the said parties of the first part to the said part 2d of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or 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 become due and payable, and it shall be lawful for the said part 2d of the second part, its successors, 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 cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 2d making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have ss hereunto set their hand ss and seal ss the day and year first above written.

Signed, Sealed and Delivered in presence of

Frank E. Viete (SEAL)

Emma B. Viete (SEAL)

(SEAL)

STATE OF KANSAS,

Douglas County } ss.

BE IT REMEMBERED, That on this 30th day of March A. D. 1908, before me, Ord. Klingman a Notary Public in and for said County and State, came Frank E. Viete and wife, Emma B. Viete to me personally known to be the same person ss who executed the foregoing instrument and duly acknowledged the execution of the same.

(R.S.)

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires May 27 1908 Ord. Klingman Notary Public.

Filed for Record the 18 day of April A. D. 1908 at 11:00 o'clock A.M.

Estlin Northrup Register of Deeds.

Ernest Flood Deputy.

This mortgage is not a lien on the land until the money is paid, and the mortgagee is not to be paid until the money is paid.

Recorded Dec 10 1908

Estlin Northrup

Register of Deeds

Ernest Flood Deputy

The Unitarian Society of Lawrence, Kansas
By Lawrence H. Chubbey, Treasurer
Secy (Corp. Clk)