

and \$2000.00 against loss by wind storms, in surance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them, all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property, and ~~may insure said property~~, if default be made in the covenant to insure; and sums so paid and all other sums paid by second party, its successors and assigns, under the covenants or agreements in this mortgage, shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered with interest at ten per centum per annum in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisal.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of any promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of the said premises be sold together and not in parcels.

And in case of default of payment of any sum herein covenanted to be paid for thirty days after the same becomes due, or in default of performance of any covenant herein contained, said first parties agree to pay to second party or its assigns, interest at the rate of ten per centum per annum on said principal note from the date of such default to the time when the money shall be actually paid.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

Louisa C. Don Carlos,
H. E. Don Carlos,

State of Kansas,)
County of Wyandotte,) ss.

On this 16th day of August A.D. 1920, before me, a Notary Public in and for said county, personally appeared Louisa C. Don Carlos and H. E. Don Carlos, her husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness, my hand and official seal, the day and year last above written.

My commission expires Dec. 6, 1920.

(L.S.)

Florence Parsons,
Notary Public.

Recorded August, 19, 1920, *
At 4:30 o'clock P.M.

Estelle Drexler
Register of Deeds,
John Flanagan
Deputy.

MORTGAGE.

This indenture Made and entered into this 21st day of June, 1920 by and between The Building Association of Kansas Alpha Chapter Phi Kappa Psi, a corporation duly organized, created and existing under and by virtue of the laws of the State of Kansas hereinafter referred to as the corporation, party of the first part and the Lawrence National Bank of Lawrence, Kansas, a corporation referred to as the bank, party of the second part.

Witnesseth, that said party of the first part in consideration of the sum of One (1) Dollar, the receipt of which is hereby acknowledged, does by these presents grant, bargain, assign, sell and convey unto said party of the second part its successors and assigns all the following described property, situated in the City of Lawrence, County of Douglas, State of Kansas, to wit:

A strip of land 2 feet wide off of Lot #4, along the S. side of said lot, less 8 feet off of E. end of said South 2 feet of said lot # 4 in Block 15 of Lanes Second Addition to the City of Lawrence; all of lot 12, Block 2 Oread Addition to the City of Lawrence, less 8 feet off of E. end of said lot and part of Lot 11, Block 2, Oread Addition to the City of Lawrence, described as follows, to wit: Beginning at the N.W. Corner of said lot 11, thence E. 117 feet; thence S. 25 feet; thence W. 117 feet; thence N. 25 feet to place of beginning, all the above described property being in the City of Lawrence, Douglas County, Kansas, said tract to measure $\frac{36}{100}$ by 117 feet, "excepting reservation in" deed from Lillian R. Leis and husband to Ethel A. Allen, said deed being "dated July 6, 1912 and recorded in Book 91, page 133."

Beginning 2 feet N. of the S.W. corner of Lot #4, Block #15, Lanes Second Addition to the City of Lawrence, Douglas County, Kansas; thence N. 130 feet to the N. line of Lot #6; thence E. 117 feet; thence S. 130 feet; thence W. 117 feet to place of beginning, making total frontage of 130 feet by 117 feet in depth, excepting the right, of record, to run and maintain a private four inch sewer pipe along south line of Lot #5 on line of present sewer pipes, to connect with main sewer on Indiana St. such private sewer not to interfere in any manner with any buildings or improvements to be built."

(For file - See Book 25-73 300)

For Assignment See Book 64 Page 321
For Assignment See Book 64 Page 322

The following is enclosed on the original instrument

Recorded August 19, 1920
By J. E. Don Carlos
Notary of Deeds
The Union Mortgage and Construction Company, the mortgagee with-
named, does hereby acknowledge its full payment of the debt secured by
the foregoing mortgage and assigns the property of said bank to said
the same person as the Union Mortgage. The said Company has been
by its Vice President & its Special Agent to be of record, this 17th day of July, A.D. 1920.
The Union Mortgage and Construction Company