

MORTGAGE RECORD-59.

This Indenture, Made this 28 day of February,

year of our Lord one thousand nine hundred & twenty in the
Dinmore Alter and Ada M. Alter, his wife, between
of Lawrence, in the County of Douglas, and State of Kansas, of the first part, and
Mary L. Shaw, of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said
part of the second part, her 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:

The South 10 feet of Lots two (2) and Nineteen (19), the North twenty two & one half feet (22 1/2) feet of Lot Four (4) and Seventeen (17) and all of Lot Three (3) and Eighteen (18) all in University Heights an addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of the first part 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 of the premises 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Six Thousand DOLLARS, according to the terms of a certain promissory note of the first part this day executed by said

to the said part of the second part; said note being given for the sum of Six Thousand DOLLARS,

dated February 28th 1920, due and payable in five years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and ten coupons of \$1.80 Dollars each thereto attached.

The said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of Forty four Hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the parties of the second part, and all sums paid by the parties of the second part for insurance, shall be due and payable or not, at the option of the parties of the second part; and it shall be lawful for the parties of the second part, her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived or not, at the option of the parties of the second part, her executors, administrators or assigns, and out of all the moneys 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, and the over-plus, if any there be, shall be paid by the parties of the second part, making such sale, on demand, to the said parties of the first part, their heirs and assigns.

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Signed, sealed and delivered in presence of

Dinmore Alter (SEAL)
Ada M. Alter (SEAL)

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 5th day of March A. D. 1920, before me,

A. F. Shinn a Notary Public in and for said County and State, came
Dinmore Alter and Ada M. Alter, his wife,

who are to me personally known, to be the same persons who executed the foregoing instrument of writing, 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.

My Commission expires April 10 1923 A. F. Shinn Notary Public.
This instrument was filed for record on the 5 day of March A. D. 1922, at 3:00 o'clock P.M.

Estelle Northrup Register of Deeds.
June Glora Deputy.

For Release See Book 20-Page 623