

MORTGAGE RECORD—59.

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby

released and the lien thereby created is discharged.

As witness my hand this

21st day of March, 1923

Attest:

Recorded March 10 1923

Register of Deeds

John E. Wellman

This Indenture, Made this 21st day of June

year of our Lord one thousand nine hundred twenty three, between The Kansas Association of Pi Beta Phi Lawrence, in the County of Douglas and State of Kansas, of the first part, and

Watkins National Bank of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of

Thirty Five Hundred Dollars, to it duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents does grant, bargain, sell and mortgage to the said part of the second part, its successors, 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 seven (7) in Block number Eight (8) Grand Addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part of the first part therein. And the said

party of the first part do hereby covenant and agree that at the delivery hereof to 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 it 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

Thirty five hundred according to the terms of certain promissory note this day executed by said

party of the first part to the said part of the second part; said note being given for the sum of

Thirty five Hundred Dollars, dated June 21-1923, due and payable in one year from date thereof,

with interest thereon from the date thereof until paid according to the terms of said note and two coupons of 105 00 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 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 Fifteen Thousand 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 part 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 part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its successors, heirs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, its successors, heirs and 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 part of the second part, its successors, heirs and assigns, making such sale, on demand, to the said

part of the first part, its successors, heirs and assigns. In Testimony Whereof, The said part of the first part has hereunto set hand and seal the day and year last above written.

STATE OF KANSAS,

Douglas County,

Be It Remembered, That on this 22 day of June A. D. 1923 before me,

L. S. G. F. Flinn, Notary Public, in and for said County and State, came The Kansas Association of Pi Beta Phi by Zillah Wilcox Pres and Lois A. Greenlee Secy.

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 G. F. Flinn Notary Public.

This instrument was filed for record on the 22 day of June A. D. 1923 at 11:15 o'clock A. M.

John E. Wellman Register of Deeds. Deputy.

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is discharged.

Recorded Nov. 21 1923

John E. Wellman