

## MORTGAGE RECORD NO. 60

This Indenture, Made this nineteenth day of September in the year of our Lord nineteen hundred twenty two (1922), between

Mark Mahler and Beulah A. F. Mahler, his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Kansas Unitarian Association incorporated under the laws of the State of Massachusetts with its principal place of business at Boston, Massachusetts, of the second part.

WITNESSETH That the said part first of the first part, in consideration of the sum of Twelve Hundred (\$1,200.00) DOLLARS,

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

The East, seventy six (76) Feet of Lot Numbered Four (4) and Five (5) in Block Numbered Two (2) in University Place, an Addition to the City of Lawrence, Douglas County, Kansas.

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

Mark Mahler and Beulah A. F. Mahler 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 subject to a certain mortgage to Fraternal Aid Union of Lawrence, Kansas for \$2,500.00 recorded as Book 60, Page 85. This Grant is intended as a Mortgage to secure the payment of the sum of

Twelve Hundred (\$1,200) according to the terms of one certain promissory note this day executed

and delivered by the said Mark Mahler and Beulah A. F. Mahler to the said part second of the second part due on demand with interest at six per cent per annum, payable semi-annually

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 second 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; 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 first making such sale, on demand, to said parties of the first part, their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Mark Mahler (SEAL)

Beulah A. F. Mahler (SEAL)

(SEAL)

STATE OF Kansas

Douglas County } ss.

BE IT REMEMBERED, That on this 19th day of September A. D. 1922, before me,

Halter G. Hale a Notary Public in and for said County and State, came

Mark Mahler and Beulah A. F. Mahler, his wife

(L.S.)

to me personally known to be the same person, and who executed the foregoing instrument, and duly acknowledged 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 23rd 1925

Halter G. Hale

Notary Public.

Filed for Record the 24th day of Sept A. D. 1922, at 4:10 o'clock P.M.

Estelle Tharshaupt Ruffe Register of Deeds

E. Babbitt Deputy.

For Release See Book 64 Page 78.