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election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit, all the notice required. The exercise of the rights and authority herein granted to the holder of the mortrage indebtedness to pay taxes, take out insurance, collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness, ad and not obligatory upon him.

Witness our hands this first day of December 19222. Executed and delivered in presence of

> George P.Liston Margery C.Liston

A.F.McClanahan

Notary Public

STATE OF KANSAS,, iss Douglas County,

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On this 2nd day of December 1922, before the undersigned Notary Public, in and for said County and State, personally came George R.Liston and Margery C.Liston, his wife to me known to be the same persons described in, and who executed the foregoing instrument, and acknowledged the execution of the same. Witness my hand and notarial seal

(My Commission expires Apr. 20, 1925) Recorded Dec. 4th 1922. At 9:20 o'clock A.M.

Estell Trethup Duffee Register of Deeds 6. Ballett

INSTALLMENT MORTGAGE.

This Indenture, Made this 1st day of November 1922 between S.W.Muenzenmayer, Ruby Rosedale Janet Gibbon, Luella Reeder Brown, and May Muenzenmayer, Trustees for the Eta Chapter, Delta Zeta Fraternity, of Baldwin, Douglas County, in the State of Kansas of the first part, and

The Baldwin State Bank of Baldwin, Douglas County, in the State of Kansas, of the second part WITWESSETH, That the said parties of the first part, in consideration of the sum of Six 192 Ba Thousand......DOLLARS, the receipt of which is hereby acknowledged, do by these presents Liggrant, bargain, sell and convey unto said party of the second part, its successors and assigns of the following described Real Estate, situated in the County of Douglas and State of a light successors.

1.3 Lots Ninety Eight (98) Ninety Nine (99) and One Hundred (100) Dearborn Street in Baldwin City, Douglas County Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas As: B) said Trustees have this day executed and delivered 90 certain promissory notes to said 3 party of the second part the sum of Nine Thousand.....DOLLARS, bearing even date herewith payable at Baldwin State Bank, Baldwin City Kansas, in equal installments of One Hundred

DOLLARS each the first installment payable on the 1" day of January 1923, the second install ment on the 1" days of each month thereafter except July, Aug Sept. and in each year there-after, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part. of the second part or legal holder of said note, and shall draw interest at the rate of ten per cent.per annum from the date of said note until fully paid. Appraise ment waived at option of mortgagee.

Now if said Trustees shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said parts of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its successors or assigns, that they are lawfu ly seized in fee simple of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the a day and year first above written.

Ruby Rosedale Luella Reeder Brown

Trustees for the Eta Chapter Delta Zeta Fraternity.

S.W.Muenzenmayer May Muenzenmayer Janet Gibbon

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