

## MORTGAGE RECORD 63

FARM, DODD WORTH STATIONERY CO. KANSAS CITY, MO. 64101

This Indenture, Made this 13th day of January, A. D. 1923, between Viriam H. Malworth and her husband, Lawrence A. Malworth.

of Douglas County, in the State of Kansas, of the first part, and THE Douglas County BUILDING AND LOAN ASSOCIATION, of LAWRENCE, KANSAS, of the second part:

WITNESSETH: That the part ies of the first part, in consideration of the sum of Five Hundred and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Beginning at a point on the East line of Leeward Avenue, 280 feet North of the North line of Banker Street, produced 500 feet thence North 80 feet thence West parallel with said North line of Banker Street, produced 500 feet thence South on the East line of Leeward Avenue 80 feet to the place of beginning, being all in the South West Quarter of the North East Quarter of Section Six (6) Township Thirteen (13) Range Seventy (20) in Douglas County, Kansas.

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

PROVIDED ALWAYS, And this instrument is executed and delivered to secure payment of the sum of Five Hundred and no/100 DOLLARS, with interest and premium thereon, and such fines and charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said Douglas County BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 5 shares of Class of the capital stock of said Association, evidenced by Certificate No. 3142 which said shares have been assigned to said Association with all future payments, earnings and dividends thereon, which said interest, premium and dues on said shares, the first part ies agree to pay in monthly installments, making a total monthly payment of \$ 23.00, payable as follows: Twenty Three and no/100 Dollars, (\$ 23.00 ) on or before the last day of January, 1923, and a like sum on or before the 13th day of each and every month thereafter to and including the month of December, 1924.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

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

Viriam H. Malworth  
Lawrence A. Malworth

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 20th day of January, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Viriam H. Malworth and her husband, Lawrence A. Malworth who are personally known to me to be the same persons, who executed the within instrument of writing, and such persons, duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year above written.

George P. Prager, Notary Public.

My Commission expires August 28 1926 -19-

Filed for Record on the 22nd day of January, A. D. 1923, at 10 o'clock A. M.

John E. Melman, Register of Deeds.

Deputy.

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