

MORTGAGE RECORD 63

RAWL, DODSWORTH STATIONERS CO KANSAS CITY, MO 64102

This Indenture, Made this 2nd day of NovemberA. D. 1923, between

Julius B. Berger and his wife
Ingeborg Berger
 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 ofTwo 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 100 feet south of the intersection of the West side of Red Rock with the South of Adams Street in the City of Lawrence, thence South 50 feet, thence West 117 feet, thence North 50 feet, thence East 117 feet to the place of beginning, also known as Lot No. 73 "The Elm" in the City of Lawrence.

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

Two 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 THE Douglas County BUILDING AND LOAN ASSOCIATION to the parties of the first part upon 2 shares of Class G of the capital stock of said Association, evidenced by Certificate No. 3177 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 parties agree to pay in monthly installments, making a total monthly payment of \$ 3.22, payable as follows: Three and 22/100 Dollars, (\$ 3.22) on or before the last day of November 1923, and a like sum on or before the 2nd day of each and every month thereafter to and including the month of October 1930.

Now, if said part 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 part ies of the first part have hereunto set their hands the day and year first above written.

Julius B. Berger
Ingeborg Berger

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 2nd day of November, A. D. 1923, before

L. S. Julius B. Berger and Ingeborg Berger
 who are personally known to me to be the same persons who executed the within instrument of writing, and such person 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.

Johann C. Gmied, Notary Public.

My Commission expires January 13 1924.Filed for Record on the 2nd day of November, A. D. 1923, at 1 o'clock P. M.

Ed E. Wellman, Register of Deeds.

, Deputy.

The following is endorsed on the original instrument.

The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

By Clerk of County Building & Loan Association
Lawrence, Kansas, 7-13-1930.

Recorded Sep 16 1930

E. S. Connelley
 Register of Deeds

The following is endorsed on the original instrument.

The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

Recorded Dec 5 1923

John C. Gmied
 Notary Public