

MORTGAGE RECORD NO. 63

 Rec. No. 1139
 Fee Paid 10.00 ✓

SAM'L DODD WORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 30th day of September in the year of our Lord nineteen hundred twenty five, between Joseph D. Gavitt and Marietta C. Gavitt his wife of Lawrence in the County of Douglas and State of Kansas, of the first part, and The Fraternal Aid Union, a corporation of Lawrence, Kansas of the second part: WITNESSETH That the said parties of the first part, in consideration of the sum of Four thousand & no/100 (\$4,000.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said part y 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 one hundred nineteen (119) on Ohio Street in the City of Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Joseph D. Gavitt and Marietta C. Gavitt, his wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Also agree to keep the buildings unceasingly insured for \$4,000. with mortgage clause in favor of and deliver policy to the Mortgagee. This Grant is intended as a Mortgage to secure the payment of the sum of Four thousand & no/100

according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said part y of the second part (\$4,000.00) due October 1, 1930 with interest at 6% per annum payable semi-annually on the first days of April and October. and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments 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 y of the second part, its successors, administrators 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 sales, and the overplus, if any there be, shall be paid by the part y making such sale, on demand, to said Joseph D. Gavitt and Marietta C. Gavitt his wife heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

Joseph D. Gavitt (SEAL)
Marietta C. Gavitt (SEAL)

STATE OF Kansas ss.Douglas County

BE IT REMEMBERED, That on this 1st day of Oct A. D. 1925, before me, S. A. Wood a Notary Public in and for said County and State, came Joseph D. Gavitt and Marietta C. Gavitt, his wife to me personally known to be the same person 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 Apr. 10 1929 S. A. Wood

Notary Public.

Filed for Record the 1 day of Oct A. D. 1925, at 11:40 o'clock PM.
Geo. E. Wellman Register of Deeds.

Deputy.

This Release was written on the original Mortgage

 entered this 1st day of Oct

 at Lawrence Mo.
Geo. E. Wellman
 Reg. of Deeds
 Deputy