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Reg. No. 3765
Fee Paid 11.25

MORTGAGE RECORD NO. 63

SAUL DORWORTH STATIONERY CO KANSAS CITY MO 64108

This Indenture, Made this 10th day of September in the year of our Lord nineteen hundred twenty-eight, between John R. Dyer and Dorothy T. Dyer - 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 Forty-five Hundred - (\$4500.00) DOLLARS, to - duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party 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:

Lots One (1) - Two (2) and Three (3) in Block Three (3) of University Place, an addition to the City of Lawrence

with all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said John R. Dyer and Dorothy T. Dyer, husband and wife, 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 also agree to keep the buildings insured for \$5000 fire & tornado policies with loss clause to be delivered to the holder of this mortgage. This Grant is intended as a Mortgage to secure the payment of the sum of

Forty-five Hundred Dollars - according to the terms of one certain note this day executed and delivered by the said parties of the first part to the said party of the second part note for Forty-five hundred dollars, due five years after date with interest at 5 1/2% payable semi-annually 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 party 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 party making such sale, on demand, to said parties of the first part, or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

John R. Dyer (SEAL)
Dorothy T. Dyer (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 11th day of September A. D. 1928, before me, T. J. Sweeney, Jr., a Notary Public in and for said County and State, came L.S. John R. Dyer and Dorothy T. Dyer, 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 March 22- 1930.

Filed for Record the 11th day of September A. D. 1928, at 2:05 o'clock P. M.
T. J. Sweeney, Jr. Notary Public.
Paul Wellman Register of Deeds.
Deputy.

FORM 2

Recorded 11-9-1928

This note has been described having been paid in full this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 11th day of September A. D. 1928

Attest

T. J. Sweeney, Jr.

For Mortgage as Mtg. Book 74, Page 23

Recorded 2-1-1934

Paul Wellman

Register of Deeds

The following is endorsed on the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this 11th day of September A. D. 1928

Recorded June 17-1928
Paul Wellman
Register of Deeds