

MORTGAGE RECORD 69

247

FROM

EAST DOWNTOWN STATIONERY CO KANSAS CITY MO 64101

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17th day of

Feb. A. D. 1926, at 10:25 A. M.

Isa C. Wellman, Register of Deeds.

By Deputy.

Rec No 1478
Fee \$ 8.75

Beta Tau Chapter of Kappa Sigma Society

TO

Baldwin State Bank

THIS INDENTURE, Made this 15th day of February, in the year of our Lord, one thousand nine hundred and twenty-six

The Beta Tau Chapter of the Kappa Sigma Society

of Baldwin in the County of Douglas and State of Kansas
party of the first part, and The Baldwin State Bank,

WITNESSETH, that the said party of the first part, in consideration of the sum of DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do grant, bargain, sell and mortgage to the said party of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Numbered One Hundred Thirteen (113)
One Hundred Fifteen (115) One Hundred
Seventeen (117) One Hundred Nineteen (119)
One Hundred Twenty One (121) and One Hundred
Twenty Three (123) on Monroe Street, Baldwin
City, county and State aforesaid,-----

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof to 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,

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that the party of the second part, the lessor, if any, made payable to the party of the second part to the extent of its interest.

And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

---Three Thousand Five Hundred---

DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 15th day of February 1926.

And by the terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the building on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all money arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the day and year last above written.

The Beta Tau Chapter of the Kappa Sigma Society (SEAL)

By W. Warren Rutter, Pres. (SEAL)

Corp Seal.

By F. E. Wolf Treas. Bd. of Trustees. (SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Shawnee

ss.

BE IT REMEMBERED, That on this 15 day of February A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

W. Warren Rutter, President of the Beta Tau Chapter of the Kappa Sigma Society

L.S.

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the 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 on the 7 day of February 1929 D. V. Elmore Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 13 day of May 1926

Conf. Seal.

Baldwin State Bank
W. M. Black, Vice Pres.

Mortgagee. Owner.

This Release
was written
on the original
Mortgage &
entered
this 13 day
of May
1926
D. V. Elmore
Reg. of Deeds