

MORTGAGE RECORD 74

Reg. No. 3904
Fee Paid, \$12.50

479

FROM
The Tnu Building Association of Alpha Delta Pi

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
Jan A. D. 1929, at 2:30 P. M.By _____ Register of Deeds.
Deputy.THIS INDENTURE, Made this Thirteenth day of December _____ in the year of our Lord, one thousand nine
hundred and Twenty-eight _____ between _____ The Tnu Building Association of Alpha Delta Pi,
a Corporationof Lawrence _____ in the County of Douglas _____ and State of Kansas
part _____ of the first part, and _____ The Lawrence Building & Loan Association
part _____ of the second part.WITNESSETH, That the said part _____ of the first part, in consideration of the sum of Five Thousand
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 part _____ of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:The South Sixty (60) feet of Lot Five (5) and all of
Lot Six (6) in Block Two (2) Orend Addition and Admit-
tion to the City of Lawrence, Kansas

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

And the said part _____ of the first part do hereby covenant and agree that at the delivery hereof it is _____ 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 it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part _____ 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 become due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the part _____ of the second part to the extent of
its interest. And in the event that said part _____ 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 part _____ 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

Five Thousand _____ DOLLARS,

according to the terms of one _____ certain written obligation _____ for the payment of said sum of money, executed on the 13th day of December _____ 1928

and by _____ its _____ terms made payable to the part _____ 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 part _____ 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

part _____ 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 provided, 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 buildings 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 part _____ of the second part _____ making such sale, onto 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 moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part _____ making such sale, on

demand to the first part _____

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assigns of the parties hereto.IN WITNESS WHEREOF, The part _____ of the first part has _____ its _____ hand and seal _____ the day and year last
above written.

Tnu Building Association of Alpha Delta Pi (SEAL)

By Lucile Hovey Benton President (SEAL)

Iris Russell Sellers Secretary (SEAL)

(SEAL)

STATE OF Kansas } ss.
COUNTY of Douglas }

BE IT REMEMBERED, That on this 29th day of December A. D. 1928, before me, a

Notary Public _____ in the aforesaid County and State, came Lucile Hovey Benton

L S President and Iris Russell Sellers Secretary

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 18th day of October 1932

I. C. Stevenson 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 18th day of January 1932I. C. Stevenson
(Copy Seal)George C. Feller
Mortgage Owner.This Release
was written
on the original
Mortgage &
entered
this 18th day
of January
1932
Hendricka R. R.
Reg. of Deeds
Deeds