

MORTGAGE RECORD 75

This Grant is intended as a mortgage to secure one certain issue of bonds aggregating not to exceed ten thousands dollars and to be issued as follows: Not to exceed ten bonds of five hundred dollars each, and not to exceed fifty bonds of one hundred dollars each with interest coupons attached thereto. All of said bonds to be dated as of the day of issuance and to mature at such time or times as shall be designated therein respectively, shall bear interest at the rate of seven per cent per annum, payable semi-annually, according to the coupon notes attached thereto, and shall be payable to bearer, at the Peoples State Bank, Lawrence, Kansas and this grant is intended to secure the payment of said bonds or so many thereof as shall be issued, not exceeding ten thousand dollars in the aggregate, and all of said bonds, when so issued, shall participate in this security with equal rank.

The above named trustee by the acceptance of this trust on his part agrees to faithfully discharge his duty as such trustee to pay said bonds and the interest thereon at maturity if the party of the first part shall provide sufficient funds therefore, and to properly release this mortgage upon proof duly made to him that the entire issue of bonds for the security of which this mortgage is given, has been paid.

In Witness Whereof, The said party of the first part by and through its President and Secretary thereunto duly authorized has caused this mortgage to be executed and its seal duly attached thereto the day and year first above written.

Alpha Xi Delta Inc.

Ey: Betty J. Gilbert
President.

Helen K. Trant
Secretary.

State of Kansas |
Douglas County |SS

Be it remembered that on this 5th day of September 1928 personally appeared before me a Notary Public in and for said County and state Helen K. Trant and Betty J. Gilbert President and Secretary of Alpha Xi Delta Inc. to me personally known to be such, and duly acknowledged that they in their official capacity as such President and Secretary respectively duly executed the foregoing instrument of writing as and for said grantor.

In Witness Whereof, I have herunto subscribed my name and affixed my official seal the day and year first above written.

T.J. Sweeney Jr.
Notary Public

LS
My Commission expires March 22, 1930

The undersigned hereby accepts the trusteeship provided for in the foregoing instrument of writing.

S.A. Wood.

From
William R. Stiner et al
To
Merchants Nat'l Bank

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Sept. 20, 1928
At 3:35 P.M.

Geo. E. Woodson
Register of Deeds

This Indenture, Made this nineteenth day of September in the year of our Lord nineteen hundred twenty eight between William R. Stiner and Bertha E. Stiner his wife of Lawrence in the county of Douglas and State of Kansas, of the first part and The Merchants National Bank a banking corporation of Lawrence, Kansas of the second part.

Witnesseth, that the said parties of the first part in consideration of the sum of One Dollar (\$1) and the further covenants agreement and advancements hereinafter specified 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 party of the second part, its successors 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:

The north half (½) of the northwest quarter (NW¼) of section twenty one (21) Township Twelve (12) Range twenty (20) and the west half (½) of the northeast quarter (NE¼) of the northeast quarter (NE¼) of section twenty (20) Township Twelve (12) Range twenty (20)

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein. And the said William R. Stiner and Bertha E. Stiner 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.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part or its assigns to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes or the insurance is not kept up thereon, 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 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 the principal and interest, together with the cost and charges of making such sale, 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 their heirs and assigns.

In Witness Whereof, The parties of the first part have herunto set their hands and seals the day and year first above written.

William P. Stiner (SEAL)
Bertha E. Stiner (SEAL)

Given, sealed and delivered in presence of:

2 JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the mortgage herein recorded and that the same is duly recorded in the public records of said county and state.

372
50.00

Witness my hand this 23 day of Feb 1929

1929