

MORTGAGE RFCORD 75

615

SAVIL BOOKWORTH STATIONERY CO. KANSAS CITY MO 64114

The Corporation hereby appoints the said Merchants National Bank, Lawrence, Kansas, its agent for the transfer, registration and payment of said bonds, and to foreclose the said mortgage if there be default in the payments as herein and in said bonds provided.

The Merchants National Bank of Lawrence, Kansas, hereby accepts the Trust herein created, but under the express conditions that it shall be no part of the duty of the Trustee to record or file this Mortgage, nor to effect insurance upon the Mortgaged property nor to renew the same, nor keep itself informed of the payment of taxes or assessments that may be imposed upon such property nor to require the payment of the same, nor to be responsible for the performance by The Corporation of any of the agreements and covenants to be done and performed by The Corporation.

All the terms and provisions hereof bind and are for the benefit of the Heirs, executors, administrators, Trustees or assigns of the several parties.

In Witness Whereof, The parties hereto have caused their respective corporate names to be signed by their respective officers duly authorized and their respective corporate seals to be affixed attested by their respective secretaries on the day and year first above written.

The Alumni of Kansas Chapter of Delta Upsilon
By Stewart S. Bloss
President.

Corp. Seal.

Attest

Everett R. Meyer
Secretary.

STATE OF KANSAS
COUNTY OF CONLEY,

On this 15th day of October, 1929 before me the undersigned Notary Public in and for the county and state aforesaid personally appeared Stewart S. Bloss to me personally known, who being by me duly sworn, on oath says; that he is the President of The Alumni of Kansas Chapter of Delta Upsilon, a corporation, and that the seal affixed to the foregoing Mortgage is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors and the said Stewart S. Bloss duly acknowledges said instrument to be the act and deed of said corporation for the purposes therein expressed.

In Witness Whereof I have hereunto set my hand affixed my official seal the day and year last above written.

Grace Hill
Notary Public

Legal Seal

My commission expires March 29, 1933.

Recorded October 15, 1929 A. D. at 1:30 P. M.

Stewart S. Bloss Register of Deeds

MORTGAGE

THIS INDENTURE Made this 1st day of October in the year of our Lord nineteen hundred and Twenty nine, between Elva L. Lawrence, widow, of Lawrence Kansas; S. L. Lawrence and Minnie Lawrence his wife of Los Angeles, California; R. L. Lawrence and Estella Lawrence, his wife of Stillwell Kansas; Dennis Lawrence single of Lawrence, Kansas, and Elva Belle Lawrence, single of Chicago Illinois, of the first part, and, Morris Cohen, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven thousand (\$7000.00) 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 party of the second part his 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: The North one half of Lot Number Nine (9) on Massachusetts Street, and the South 23 and 3/4 feet of Lot Number Seven (7) on Massachusetts Street, all in the city of Lawrence, Douglas County, Kansas, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above branted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of \$7000.00 Dollars, according to the terms of one certain coupon note this day executed and delivered by the said parties of the first part to the said party of the second part for \$7000.00, drawing 7% interest; due in 5 years 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 his executors, 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 sale to retain the amount then due for principal and interest, together with the costs 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 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 presence of

Elva L. Lawrence (Seal)
S. L. Lawrence
Minnie Lawrence (Seal)
Elva Belle Lawrence
R. L. Lawrence (Seal)
Estella Lawrence
Dennis Lawrence (Seal)

Reg. No. 428
Fee Paid 17.25

ATTEST:

Grace Hill

J. JOHN CALHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded in Book 108 and was made by said District Court, on the 9 day of October, 1929, and that the same is duly recorded in Journal 11th at page 52, and that the same was filed this 16 day of October, 1929.