

STATE OF MISSOURI,
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1930 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Justin D. Bowersock, President of the Alpha Xi Chapter of the Sigma Chi Fraternity, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and John A. Kroh Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed known to me to be such officers, and who are personally known to me to be the same persons who executed acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Legal Seal

My commission expires June 3, 1933

Katherine Webber Notary Public

Recorded June 6, 1930 A. D. at 2:55 P. M.

Elie C. Cunningham

Register of Deeds

MORTGAGE

Reg. No. 842
Fee Paid \$5.50

THIS INDENTURE, Made this first day of June in the year of our Lord nineteen hundred and thirty between William T. Smith and Ida Smith his wife (being of lawful age) of the County of Douglas, and State of Kansas, of the first part and John N. Johnson Lawrence, Kansas, of the second part, WITNESSETH, That the parties of the first part, in consideration of the sum of \$2150.00 Twenty One Hundred and Fifty Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain sell and convey to the said party of the second part his heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas State of Kansas, described as follows, to-wit: Lot No. Twenty-two (22) Connecticut Street, in the City of Lawrence, Kansas, with the appurtenances and all the estate, title and interest of the said parties of Lawrence, Kansas, with the said parties of the first part 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; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$2150.00 Twenty one hundred and fifty Dollars, and interest thereon, according to the terms of 60 certain mortgage notes this day executed by the said parties of the first part payable to John N. Johnson with interest payable monthly on the first day of each and every month in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$2,500.00 in some approved Insurance Company, payable, in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, If such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or his assigns, interest at the rate of ten per cent, per annum, computed semi-annually on said principal note, from the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent per annum, in any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part his executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

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

William T. Smith (Seal)
Ida Smith (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 7th day of June A. D. 1930 appeared before me, a Notary Public in and for said County and State, William T. Smith and Ida Smith, his wife, to me personally known to be the same persons who executed the foregoing mortgage, and duly acknowledge the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires January 13, 1932

John C. Emick Notary Public

Recorded June 7, 1930 A. D. at 8:30 A. M.

Elie C. Cunningham

Register of Deeds

This following is a true and correct copy of the original instrument.
The same has been described, having been read in full, this mortgage is hereby
acknowledged and the law thereby created described.

A witness my hand this 26 day of December, A.D. 1930
John C. Cunningham
Attest:

W. T. Smith & Ida Smith
John C. Cunningham

To Argument See Pl. 77 G. 116

FRONT