

DOUGLAS COUNTY

therein. And the said party of the first part does 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 claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Seventy-five Hundred and no/100 (\$7500.00) Dollars, according to the terms of one certain promissory note this day executed by the said party of the first part to said party of the second part, a true and correct copy of said note is in words and figures as follows, to-wit:

INSTALLMENT NOTE

For value received, the undersigned, The Lawrence Women's Club of Lawrence, Kansas, a Kansas Corporation, promises to pay to the order of Flora E. Mackie at The Lawrence National Bank, of Lawrence, Kansas, the principal sum of Seventy-five Hundred and no/100 - - - DOLLARS, in installments of at least Fifty and no/100 (\$50.00) Dollars per month on the 10th day of each of every month, with interest from date at the rate of four (4%) percent per annum, payable quarterly on the whole sum of principal that shall be from time to time unpaid; the first installment of principal shall become due and payable March 10, 1937, and the first quarterly installment of interest shall become due and payable on the 10th day of April, 1937. Installments of principal and installments of interest shall bear interest at the rate of six (6%) percent per annum after maturity.

If default be made in the payment of any installment of principal or interest then all subsequent installments of principal and the accrued interest shall at once at the option of the legal holder of this note, become due and payable.

It is further agreed and declared that this note is made and executed under and is in all respects to be governed and construed by the laws of the State of Kansas.

Presentment for payments, protest, notice of protest, and notice of non-payment are hereby waived.

THE LAWRENCE WOMEN'S CLUB OF LAWRENCE, KANSAS
BY Stella Gaunt President

ATTEST: Mrs. F. A. Cook Secretary.

And this conveyance shall be void if such payment be made as in said note specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in a sum at least equal to the principal sum, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate specified in said note. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may here be paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law appraisement hereby waived, or not, at the option of the party of the second part, her executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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 the said party of the first part, its successors or assigns.

It is agreed and declared that this Mortgage is given to secure the payment of the unpaid balance of the purchase price of said above described premises.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto caused this instrument to be signed on its behalf by its president, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its cormen seal to be thereunto affixed, the day and year last above written.

THE LAWRENCE WOMEN'S CLUB OF LAWRENCE, KANSAS
BY Stella Gaunt President.

ATTEST: Mrs. F. A. Cook Secretary.

STATE OF KANSAS,)
DOUGLAS CO. NTY,) SS.

BE IT REMEMBERED, That on this 23 day of January, A. D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stella Gaunt, President of The Lawrence Women's Club of Lawrence, Kansas, a Kansas corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Mrs. F. A. Cook 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, as such officers, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Notarial Seal the day and year last above written.

Lorene M. McNeill
Notary Public.

(SEAL) My commission expires April 19 - 1939.

Recorded February 9, 1937 at 2:00 P.M.

Harold A. Bank Register of Deeds.

This release
is the original
on the original
no. 2376

of 2376
1936
Harold A. Bank
Register of Deeds

Deeds

Is the undersigned aware of the full payment of the debt secured hereby and on this day the undersigned do hereby acknowledge the full payment of the debt secured hereby on the 13th day of May 1946.