

## MORTGAGE RECORD 84

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of

June A. D. 19 41, at 2:55 o'clock A. M.

The University of Kansas Student Housing Association,  
a corporation TO

The Lawrence Building and Loan Association

By

Harold A. Beck  
Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 16th day of June, 1941, in the year of our Lord, one thousand nine hundred and forty-one between

The University of Kansas Student Housing Association, a corporation

of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said party of the first part, in consideration of the sum of Two Thousand and no/100 ----- DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, ha ----- and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North Fifty (50) feet of Lot Number Two (2) in Block  
Eight (8), Babcock's Addition to the City of Lawrence.

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 23rd day of June 1941 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Hilden R. Gibson, President of The University of Kansas Student Housing Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas who is personally known to me to be such officer, and who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such 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 Official Seal the day and year last above written.

(SEAL) Term Expires April 21, 1942

L. E. Eby  
Notary Public.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.  
And the said party 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the party 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 party of the second part to the extent of its interest. And in the event that said party 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 party of the second part may pay said taxes and insurance, or other, 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 Two Thousand and no/100 ----- DOLLARS, according to the terms of ----- certain written obligation, for the payment of said sum of money, executed on the 16th day of June 19 41 and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this covenant shall be void if such payment be made as herein specified, 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 covenant 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 mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to 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 party of the second part to the party of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The party of the first part ha. S. hereunto set its hand and seals the day and year last above written.

(CORP. SEAL)

The University of Kansas Student Housing Association (SEAL)  
By Hilden R. Gibson (SEAL)  
President  
By Luther H. Bucholz (SEAL)  
Secretary (SEAL)

STATE OF Kansas }  
County of Chautauqua } ss.

BE IT REMEMBERED, That on this 20 day of June A. D. 19 41, before me, a Notary Public in the aforesaid County and State, came Luther Bucholz, Secretary of The University of Kansas Student Housing Association, a corporation, who is personally known to me to be such officer and 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 day of 19  
Edna A. Bird  
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 27th day of January, 1945.

The University of Kansas Student Housing Association  
By C. Binkman Sec. President  
Mortgagee

(Corp Seal)

By L. E. Eby  
Secretary

This release  
was written  
on the original  
mortgage

on 5 entered  
this 5 day  
of Jan.

Harold A. Beck  
Reg. of Deeds