

MORTGAGE RECORD 85

principal sum of TWELVE THOUSAND AND NO/100 (\$12,000.00) Dollars, lawful money of the United States of America, being for a loan thereof made by the party of the second part to the parties of the first part, and for which the parties of the first part have executed promissory notes amounting in the aggregate to the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00) Dollars, which notes are numbered from 2290 to 2307, inclusive, and in denominations as follows: Six bonds of \$1000.00 each. Twelve bonds of \$500.00 each each of said notes being payable to bearer upon the maturities stated therein, each bearing dates herewith, and all delivered to the party of the second part; said notes bear interest at the rates respectively set out therein, payable semi-annually on the 1st day of June and December according to the tenor of coupon interest notes thereto attached, at the National Bank of Topeka, Topeka, Kansas.

(2) The parties of the first part hereby promise to pay said indebtedness according to the terms and conditions of said notes, and the terms and conditions hereof, together with interest thereon as provided in said notes and in this indenture.

(3) The parties of the first part further covenant for themselves, their executors, administrators and assigns, that they will during all of the time until all of said indebtedness secured by these presents shall be fully paid and satisfied, pay and discharge immediately after they shall be or become due or payable, all taxes, assessments, or charges which may be levied, laid or assessed upon the above described premises, and/or any part thereof; and, that they will pay when due all premiums on policies of insurance to the amount of TWELVE THOUSAND AND NO/100 (\$12,000.00) Dollars, under which said premises shall be insured in good and responsible insurance companies authorized to transact business in the State where said property is situated, and keep said policies renewed and in full force and effect until all indebtedness secured by these presents shall have been fully paid and discharged; said policies to be made payable to the party of the second part as its interest may appear and be delivered to the party of the second part as further security for such indebtedness; and in case the parties of the first part shall fail or neglect to pay all such taxes, assessments, charges, insurance premiums or either of them, or any part thereof, after the same shall be or become due and payable, then the said party of the second part, its successor in trust, and/or its assigns, may pay the same; and any sum so paid with interest thereon at the rate of 10% per annum from the time of such payment, the parties of the first part promise to pay to the party of the second part, and agree that the same shall be and be deemed to be secured by these presents, and shall be collectible thereon, and thereby in like manner as the said principal sum and interest.

(4) In case of loss by fire or other casualty, the party of the second part may, at its option, elect to collect the amount of such loss from such insurers, or, to have the buildings upon said premises repaired, or new buildings erected thereon, which shall be and remain a part of the security under this indenture. And the parties of the first part covenant that they will keep all buildings, fences and other improvements upon said premises, in as good repair and condition as the same are at this date, and that they will not permit waste upon said premises.

(5) In case the parties of the first part shall make default in the payment of any of said notes or of any interest thereon, when the same becomes due and payable, or shall fail to pay any and all taxes, assessments or charges coming against said premises, or shall fail to pay any premium on policies of insurance as provided herein, then and in either of such events and/or defaults, the party of the second part and/or its successor in trust, or assigns, may, and at the request in writing of the holders of a majority in amount of said notes, shall, elect that the whole amount of said notes, arrearages of interest thereon, or any other sum provided to be paid shall become due and payable immediately, notwithstanding the period limited for the payment thereof may not then, in fact, have expired.

(6) Whenever the indebtedness secured hereby, or any part thereof, may become due, and remain unpaid, whether by maturity according to the terms of said notes, or by election as herein provided, the party of the second part and/or its successor in trust, or assigns, shall have the right to foreclose the lien of this indenture and in case said premises shall be sold, pursuant to a decree of foreclosure, the party of the second part and/or its successor in trust, or assigns, shall have the right to become a purchaser at such sale, and to satisfy all legal requirements as to the release of this indenture and the satisfaction of any judgment, and, upon acquiring title to said premises may hold the same as security for its proper expenditures and expenses and until the surrender by the holders of all of said promissory notes, whereupon the party of the second part shall be bound to convey said property as may be directed by the holders of said notes, and thereupon all obligations of said party of the second part shall cease and determine.

IN WITNESS WHEREOF, The parties of the first part have hereunto subscribed their names on the day and year first above written.

Attest:
William L. Harrison Treasurer

(CORP. SEAL)

NU CHAPTER OF SIGMA NU, a corporation,
By Edw. E. Hashinger President

STATE OF Missouri, Jackson County, ss.

BE IT REMEMBERED, That on this 29th day of May A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Edw. E. Hashinger, President of Nu Chapter of Sigma Nu, a corporation, and William L. Harrison, Treasurer of said corporation, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same, as 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.

(SEAL) (Commission expires Aug 7, 1942 19.)

Emma Herriman
Notary Public.

Recorded June 5, 1940 at 9:40 A.M.

Wanda Beck

Register of Deeds

Receiving No. 10214 <

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, F. C. Whipple, Vice Pres., The First National Bank of Lawrence, Kansas, of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated April 24, 1940, 19, made and executed by Chester A. Spray and Mattie M. Spray, his wife, of the first part, to The First National Bank of Lawrence of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 84, page 141, on the 24th day of April A.D. 1940 is as to

A strip of land across the following described tracts 20 feet wide, being 10 feet on each side of the line running East and West dividing said tracts below described:
Begin at an iron pipe 375 feet North and 495 feet West of the common corner of Section 9, 10, 15, and 16, of Township 12, Range 19, thence South parallel to the Section line, 1250 feet to an iron pipe, thence South 65 degrees, East 496 feet to Section line between Section 15