

MORTGAGE RECORD 91

Receiving No. 24328

Reg. No. 4378

Fee Paid, \$ 13.50

FROM

The University of Kansas Student House Association

TO

The Lawrence Building and Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of

October

A. D. 1915, at 4:00 o'clock P. M.

Harold A. By

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 3rd day of October, 1915, in the year of our Lord, one thousand nine hundred and Forty-Five between The University of Kansas Student House Association, a corporation

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

WITNESSETH, That the said part of the first part, in consideration of the sum of Fifty-three hundred seventy five and no/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 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 two-thirds of Lot 2, Block Eight (8) in Babcock's Addition to the city of Lawrence, also: Beginning at a point on the East line of Ohio Street produced South, One Hundred and Eighty-Eight (188) Feet North of the South line of the Southwest Quarter of Section Thirty-One (31), Township Twelve (12), Range Twenty (20); thence South Seventy Five feet (75); thence East Ninety feet (90); thence North Seventy-Five feet (75); thence West Ninety Feet (90) to the point of beginning, in the City of Lawrence.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 4th day of October 1915 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Hilden Gibson, President of The University of Kansas Student House Association, a corporation duly organized, incorporated and existing under the virtue of the laws of Kansas, and George Docking Treasurer of said corporation, who are personally known to me to be the persons who executed, as such officers, the within instrument of writing, on behalf of said corporation.

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

(SAL) My commission expires April 21, 1916

L. E. Eby
Notary Public

with the appurtenances and all the estate, title and interest of the said part of the first part therein.

And the said part 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 seized 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 thereto.

It is agreed between the parties hereto that the part 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 becomes 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 part of the second part, the loss, if any, made payable to the part of the second part to the extent of its interest. And in the event that said part 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 part of the second part may pay said taxes and insurance, or either, 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

DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 3rd day of October 1915, and by its terms made payable to the part 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 part of the second part to pay for any insurance, or either, and the amount so paid shall become a part of the indebtedness secured by said part of the first part shall fail to pay the same as provided in this indenture.

And this conveyance 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 conveyance 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 immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 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 part making such sale, on demand, to 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 part of the first part has hereunto subscribed my name, and affixed my official seal on the day and year last above written, caused this instrument to be signed by its proper officers, duly authorized so to do. The University of Kansas Student House Association, a corporation

By Hilden Gibson (SEAL)

President (SEAL)

Attest: George Docking (SEAL)

Treasurer (SEAL)

(CONF. SEAL)

STATE OF } ss.
County of }

BE IT REMEMBERED, That on this day of A.D. 1915, before me, a Notary Public in the aforesaid County and State, came

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 1916

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 14th day of Jan, 1916

(Corp Seal)
Attest: L. E. Eby
Secretary

The Lawrence Building and Loan Association
by W. E. Decker

Mortgagee. REX

This release was written of the original mortgage and filed by the Register of Deeds on 1/17/16

Specimen form