

54649 Book 108

This Mortgage, made the 29th day of December, A. D. 1934.

Between **ALPHA PHI SOCIETY of LAWRENCE, KANSAS, INC.**

of the City of Lawrence
in the County of Douglas, and State of Kansas,

party of the first part, and **THE DAVIS-WELLCOME MORTGAGE COMPANY**
a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the
City of Topeka and State of Kansas, party of the second part.

Witnesseth: That whereas the said party of the first part is justly indebted to
THE DAVIS-WELLCOME MORTGAGE COMPANY for money borrowed in the sum of
SIXTY THOUSAND and no/100ths DOLLARS,
to secure the payment of which it has executed one promissory note, of even date herewith,
for the principal sum of
SIXTY THOUSAND and no/100ths DOLLARS,
with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of
which the said party of the first part agree to pay to **THE DAVIS-WELLCOME MORTGAGE COMPANY**
or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the first day of November, 1935, and on the first
day of each month thereafter the sum of **Four Hundred Ninety and 26/100ths** Dollars and
the balance of said principal sum due and payable on the first day of October
19 70. The aforesaid monthly payments of **Four Hundred Ninety and 26/100ths**
Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of
SIXTY THOUSAND and no/100ths Dollars,
or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied
on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal
and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is
made payable to the order of said **THE DAVIS-WELLCOME MORTGAGE COMPANY**
at its office in the city of Topeka, Kansas, or at such other place as the holder thereof may designate in
writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said party of the first part, in consideration of the
premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the
tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the
covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and
warrant unto the said party of the second part, its successors and assigns forever, all the following described lands
and premises, situated and being in the City of Lawrence

in the County of Douglas and State of Kansas, to wit: Beginning at a Ford axle
at the Southwest corner of the Kappa Sigma property; said point of beginning being
375.00 feet South and 950.84 feet West of the center of Section 36, Township 12, South,
Range 19, East; thence North 88° 24' East, 49.32 feet along the chord of a curve de-
scribed in the description of the Kappa Sigma property as having a radius of 300 feet;
(The above bearing, and all those that follow, having been determined from the calculated
direction of the straight line joining the Southwest corner of the Kappa Sigma property
with the Southeast corner of the same tract, said Southeast corner being described in
the description of the Kappa Sigma property as 745.56 feet West and 499.94 feet South
of the center of said Section 36) thence South 74° 09' East, 77.97 feet along the chord
of a curve of radius 130 feet to the right; thence South 55° 42' East, 9.55 feet;
thence South 33° 21' West, 42.00 feet to a point on the northern boundary of Site Four.
Thence South 56° 39' East, 123.08 feet to the point of curvature of a curve of 65 feet