

BOOK 123

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9-10-12-391-1000

KANSAS RESIDENCE MORTGAGE

THIS MORTGAGE, Made the 5th day of October A. D. 1959, between The Kappa Kappa Gamma House Association, Inc., of Lawrence, Kansas, having its principal office in the City of Lawrence, County of Douglas and State of Kansas, - - - hereinafter (whether one or more in number) called Mortgagors, and The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, - - - having its principal place of business and post office address at 720 East Wisconsin Avenue, Milwaukee, 2, Wisconsin, - - - hereinafter called Mortgagee:

WITNESSETH, That Mortgagors, in consideration of the sum of One hundred sixty thousand dollars - - - to them in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, do by these presents mortgage and warrant unto Mortgagee the following described Real Estate in the City of Lawrence, County of Douglas - - - and State of Kansas, to-wit:

Beginning at a point where the north line of the south half of Block 1, Babcock's Addition, intersects the west line of vacated Ohio Street; thence west to the west line of said Block 1; thence south to a point thirty-five feet south of the south line of said Block 1; thence east to the west line of vacated Ohio Street; thence north to the point of beginning, subject to easements of record.

Together with the mortgagors right, title and interest in and to the perpetual right of way granted in the easement and agreement contained in deed dated April 2, 1927, and recorded May 6, 1927, in Book 118, at Page 225, of the records in the office of Register of Deeds, more particularly described as follows: Beginning at the northeast corner of the land hereby conveyed, thence east to Tennessee Street in the City of Lawrence; thence south twenty-five feet; thence west to the east line of the land hereby conveyed; thence north twenty-five feet to the place of beginning, together with a circle driveway to be constructed by the grantors in connection with said right of way on land adjoining that hereby conveyed on the East; also a perpetual right of way jointly with the grantors, their successors in title and assigns for sewer, water and gas lines from the east line of the land hereby conveyed over the land of the grantors adjoining the lands hereby conveyed on the east and joint right to use with the grantors, their successors in title and assigns, the easement for sewer, water and gas lines, now owned by the grantors herein, over the land of the University Club.

(This mortgage is re-recorded for the purpose of correcting an error in the acknowledgment.)

Together with all buildings and improvements now or hereafter erected thereon and the rents, issues and profits thereof, and all screens, awnings, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises."

TO HAVE AND TO HOLD the same unto Mortgagee forever.

CONDITIONED, HOWEVER, That if Mortgagors shall pay or cause to be paid to Mortgagee, at its office in the City of Milwaukee, Wisconsin, - - - or at such place which may hereafter be designated by Mortgagee, its or his heirs, executors, administrators, successors or assigns, the principal sum of One hundred sixty thousand dollars, with final maturity on June 1, 1974, and with interest with interest at the rate of - - - per cent per annum until maturity, payable in installments of - - -

31 on the - - - day of - - - 19 - - - and of each month thereafter, and the
32 entire balance of principal and interest on - - - 12 - - -

according to the terms of a promissory note of even date herewith executed by Mortgagors and payable to the order of Mortgagee, and shall likewise pay or cause to be paid such additional sums, with interest thereon, as may hereafter be loaned by Mortgagee to Mortgagors when evidenced by a promissory note or notes of Mortgagors, such additional note or notes to be identified by recital that it or they are secured by this mortgage, and such note or notes shall be included in the word "note" wherever it appears in the context of this mortgage, and shall also fully perform all the covenants, conditions and terms of this mortgage, then these presents shall be void, otherwise to remain in full force and effect.