

Reg. No. 16,929  
Fee Paid \$115.00

77599 BOOK 128

**This Mortgage**, made the 3rd day of July, A. D. 1961.

Between THE UNIVERSITY OF KANSAS DELTA CHI ASSOCIATION, a Kansas Corporation

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

FIFTY-EIGHT THOUSAND and no/100ths (\$58,000.00) ----- DOLLARS,

to secure the payment of which it has executed its promissory note, of even date herewith, for the principal sum of

FIFTY-EIGHT THOUSAND and no/100ths (\$58,000.00) ----- 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 agrees to pay to THE DAVIS-WELLCOME MORTGAGE COMPANY

, or order,

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

Beginning on the 1st day of October, 1961, and on the 1st day of each month thereafter the sum of FIVE HUNDRED FIVE and 30/100ths (\$505.30) - Dollars and the balance of said principal sum due and payable on the 1st day of September

19 76. The aforesaid monthly payments of FIVE HUNDRED FIVE and 30/100ths (\$505.30) - - - Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

FIFTY-EIGHT THOUSAND and no/100ths (\$58,000.00) - - - - - 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, 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 and State of Kansas, to wit:

Beginning at the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ) of Section thirty-six (36), Township Twelve (12), Range Nineteen (19) Douglas County, Kansas, thence West 16 rods, thence North 12 rods, thence East 16 rods, thence South 12 rods to the point of beginning, less the East 30 feet and South 30 feet now used as a Roadway, in the City of Lawrence, Douglas County, Kansas

See Deed of Mortgage, Doc No 129 Page 367