

SIXTH. It is further agreed that all the covenants and agreements of the mortgagor herein contained shall extend to bind the mortgagor's heirs, executors, and administrators, successors and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

SEVENTH. That if such payments be made as are herein specified, this conveyance shall be void and mortgagee will execute and deliver to mortgagor a release hereof and said mortgagor will file same of record at mortgagor's expense; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall become immediately due and payable at the option of the mortgagee; and no failure of the mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sums herein covenanted to be paid, the said mortgagor agrees to pay to the said mortgagee interest at the rate of ten per cent per annum, computed annually on said sums, from the date of default to the time when said sums shall be fully paid.

EIGHTH. This mortgage and the note secured thereby are to be governed by and construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the said Mortgagor has caused this instrument to be executed the day and year first above written.

Attest:

DELTA DELTA DELTA HOUSE ASSOCIATION

Patricia M. Storey  
Secretary Patricia M. Storey

By Darlene A. Erickson  
President  
Darlene A. Erickson

ACKNOWLEDGMENT

STATE OF KANSAS, Douglas COUNTY, ss.

ACKNOWLEDGEMENT - CORPORATION

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 20 day of Sept, 1963, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Darlene A. Erickson President of Delta Delta Delta House Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Patricia M. Storey, Secretary of said corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and each person duly acknowledged the execution of the same to be 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.

My commission expires:

9/20/65

Phyllis T. Jones  
Notary Public

recorded October 22, 1963 at 2:10 P.M.

Harold A. Beck Register of Deeds  
Reg. No. 19,040  
Fee Paid \$22.50

MORTGAGE	85947	BOOK 135	(No. 52K)	The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas
This Indenture, Made this <u>21st</u> day of <u>October</u> , 19 <u>63</u> between				
<u>Hird, Incorporated, a corporation</u>				
of <u>Lawrence</u> , in the County of <u>Douglas</u> and State of <u>Kansas</u>				
part <u>Y</u> of the first part, and <u>The First National Bank of Lawrence, Lawrence, Kansas</u>				
part <u>Y</u> of the second part.				
Witnesseth, that the said part <u>Y</u> of the first part, in consideration of the sum of				
<u>Nine thousand and no/100 (\$9,000.00)</u> DOLLARS				
to <u>it</u> duly paid, the receipt of which is hereby acknowledged, has sold, and by				
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said part <u>Y</u> of the second part, the				
following described real estate situated and being in the County of <u>Douglas</u> and State of				
Kansas, to-wit:				
Lot "D" in Block Two (2), of the Replat of Lots 4, 5, 6, 7, Block 1; Lots 3, 4, 6, 7, Block 2; and Lots 3, 4, 5, Block 3, in Kasold Terrace Addition and a Plat of Holiday Hills Addition No. Two, an Addition to the city of Lawrence,				