

for the purpose of securing payment of the aforementioned sum, according to the terms hereof and the terms and conditions of certain promissory note executed and delivered this date by part y of the first part to part y of the second part, ~~XXXXXX XXXXXX XXXX~~

NOW, if said part y of the first part shall pay or cause to be paid to said part y of the second part, their heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part y of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part y, of the first part has hereunto set their hands, the day and year first above written.

Delta Gamma Alumni of Delta Sigma Phi Fraternity

By: James Tatham
James Tatham, President

By: M. Carl Brown
M. Carl Brown, Treasurer

STATE OF KANSAS,

Douglas

COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of May, 1969, before me, the

undersigned, a notary public

in and for the County and State aforesaid, came

James Tatham, President of Delta Gamma Alumni of Delta Sigma Phi Fraternity, and M. Carl Brown, Treasurer of the aforesaid organization who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notary seal on the day and year last above written.



June 30, 1971

19

Joseph Kelly
Joseph Kelly

Notary Public.

Recorded August 15, 1969 at 4:10 P. M.

Nancy Beam Register of Deeds

Reg. No. 4,117
Fee Paid \$27.50

MORTGAGE—Savings and Loan Form

BOOK 134

18250

MORTGAGE

This Indenture, Made this 12th day of August, 1969, A. D., 1969

by and between Frank M. Young, Jr. and Sandra M. Young, husband and wife,

of Douglas County, Kansas, Mortgagee, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagee, for and in consideration of the sum of ELEVEN THOUSAND AND NO/100 DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The South Half of Lots Fifty-Two (52), Fifty-Four (54), and Fifty-Six (56), in Block Thirty-Five (35), in that part of the City of Lawrence, known as West Lawrence, Douglas County, Kansas

It is agreed and understood that this is a purchase money mortgage.

TO HAVE and to hold the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, mechanical stokers, oil burners, cabinets, sinks, furnaces, heaters, ranges, mantels, light fixtures, refrigerators, elevators, screens, screen doors, storm windows, storm doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the building now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as a part of the plumbing therein, or for any purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the premises above described, unto the Mortgagee, forever.

AND ALSO the Mortgagee covenants with the Mortgagee that at the delivery hereof he is the lawful owner of the premises above conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.