whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part 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 sum herein oovenanted to be paid when due, the said first parties agree to pay to the said second part, interest at the rate of ten per cent, per annum, computed annually on said principal note, from the date of default to

the time when said principal and interest shall be fully paid. In witness whereof, the said parties of the first part have hereunto subscribed their numes and affixed their seals, on the day and year above mentioned.

Alpha Chi Omega (Phi Chapter) By N. C. Stubbs, President, Margaret Armstrong, Sec.

. .

State of Kansas, Douglas County, ss.

at the rate

to attached r being

k of Commer_

ď 10

d

comp

age not h

Corp heal,

11

m

N

R 4Q

ne

20

10

Pice .

0ª

me ted.

do:

Cuton ...

But

ch and

inc inal

fences.

y are at

gs which

amount of

the second

red by this

es, all the

s when due.

irst part

e insurance

re-building

s necessary

nce on the

n the cov-

described

he whole

greements

all taxes . which operty,

this sage or the eafter to party of

age by

n of any

ndering

g by the ments is

i, with

his Lort-

ecome or

ally to

ificate

scents.

tend to

t of the

termin-

with no

lessees

of the t for and

ineral

poses,

ctible,

this

rincipal any

mant or d the

t said

ab le

ants

and

s and

s and t part

arree

or any

one

to the ayment of rt is s it may

interest * ase of

arged

ct the

t interest

Fe it remembered, that on this 4th day of March A.D. 1922 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came N. C. Stubbs, President, and Margaret Armstrong, Secretary of Alpha Chi Cmega (Phi Chapter) to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. Officially as and for the said Alpha Chi Omega (Phi Chapter) In witness where of, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires Sept. 2nd. 1925.

Recorded March 13, 1922, . At. 4:05 o'clock P.M.

(L.S.)

REGISTER OF DEEDS, Jenne Buckain Deputy.

and a subscription of a subscription

15.

Notary Public.

C. A. Smart,

(Seal)

(Seal)

337

MORTGAGE .

This indenture, Made this first day of March in the year of our Lord, nineteen hundred This indenture, Made this first day of March in the year of our Lord, nineteen hundred and twenty two by and between Alpha Chi Omega (PHi Chapter), Ey N. C. Stubbs, president; Margaret Armstrong, secretary, of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Co., party of the second part; Witnesseth, that the said parties of the first part, in consideration of the sum of

Four Hundred Ninety Dollars, to them in hand puid, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, sell, convey and warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate, situate in County of Douglas and State of Kansas to wit:

All of lot numbered Six (6) of Gread Heights, a subdivision of Block Numbered Three (3) of Gread Addition to the City of Lawrence, except that part of said Lot as follows Beginning at the Northeast corner of Lot Numbered Six (6); thence West along the North line of this lot Twenty Five (25) feet; thence south on line between Lots Numbered Six (6) and Seven (7), Twenty Five (25) feet, thence East parallel to the North line of this lot twenty five (25) feet; thence North along East line of said Lot to point of beginning.

"o have and to hold the same, together with all and singular the tenements, hereditaments and appirtaninces thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance except one certain mortgage of even date herewith for \$7000, maturing March 1, 1929.

Provided, always, and these Presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their 6 certain promissory notes in writing to said party of the second part, for the sum of one for \$61.70) and five for \$81.66, due on or before the first days of March and September in each year fo three consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest purable at the office of The Central Trust Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Central Trust Co. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore for said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. referred to and excepted, and the said notes do not represent any portion of the interest partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes 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, or interest or principal of any prior mortgage, 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 pirt thereof, are not pid when the same are by isw made due and piyable, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without apprasiement, and with or withoutappraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, and sum