

June 1, 1927.

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 4 certain promissory notes in writing to said party of the second part, for the sum of \$ 62. 50 each due on or before the first days of June and December each year for two consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable 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 referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or 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, ~~on any interest thereon~~; 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 part thereof, are not paid when the same are by law made due and payable, 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 appraisal, 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 of said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten percent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part has hereunto set their hands ... day and year first above written.

The Alpha Xi Delta Sorority,
a corporation, Irene Peabody Pres.
Gertrude Gardenhire Secy.

(Corp Seal)
(Corp Seal shows Chi Chapter of Alpha Xi Delta.)

State of Kansas, Douglas County, ss:

Be It Remembered, That on this 20 day of June, A.D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came The Alpha Xi Delta Sorority, a corporation by Irene Peabody, President and Gertrude Gardenhire Secretary of the Alpha Xi Delta Sorority, a corporate body who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(L.S.)
Recorded July 1st, 1922, :
at 9:30 o'clock A.M.

R.W. Morrison, Notary Public.
Commission expires Feb 23rd 1926.

Estelle Northrup Duffer
Register of Deeds

Mortgage.

This Indenture, Made this first day of July, 1922 between D.C. Asher and wife Nellie Asher of Douglas County in the State of Kansas of the first part, and John L. Kilworth of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Five Thousand Six Hundred 00/100 (\$5600.00) Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

The Northwest quarter of section eleven (11) township thirteen (13) range nineteen (19) . One hundred sixty (160) acres more or less. To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining forever:

Provided always, And these presents are upon this express condition, that whereas said D.C. Asher and wife Nellie K. Asher have this day executed and delivered their certain promissory notes to said party of the second part, for the sum of

See Assignment Sec. Book 62 Page 2324

For Assignment Sec. Book 62 Page 2324