

situate in the City of Lawrence, County of Douglas, State of Kansas, and described as follows, to-wit:

PARCEL NO. 1. Lots Ten (10), Eleven (11), Twelve (12) in Block Six (6) of Lanes First Addition to the City of Lawrence in Douglas County, Kansas.

PARCEL NO. 2. Beginning at a point ten feet south of the northwest corner of Lot Number one (1) on the west line of said lot in Larnard Place, the same being a subdivision of a portion of Babcocks Addition to the City of Lawrence; thence south along the west line of Lots one (1), two (2) and three (3), two hundred feet (200'); thence directly east two hundred fifty-two (252') feet; thence directly north two hundred feet (200'); thence west two hundred fifty-two feet (252') to the place of beginning all of the above described land being in Larnard Place (now vacated) the same being a Subdivision of Block two (2) and vacated Ohio Street in Babcocks Addition in the City of Lawrence in Douglas County, Kansas, including all buildings and improvements thereon or that may be hereafter erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto, or in anywise appertaining, the reversion and reversions, remainders, rents, issues and profits thereof, for the purpose of securing:

First. The performance of the promises and obligations of this mortgage and the payment of the indebtedness evidenced by a promissory note (and any renewal or renewals thereof) in words and figures as follows:

-----\$27,000.00---Los Angeles, California,--February 20th, 1923-----
-----Five Years-----after date,-----

for value received PHI GAMMA DELTA CHAPTER HOUSE ASSOCIATION, a corporation----- promises to pay to THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, or order at its office in Los Angeles, the sum of-----TWENTY-SEVEN THOUSAND-----Dollars, with interest from date until paid, at the rate of Six (6%) per cent per annum, payable quarterly should the interest not be so paid, it shall become a part of the principal and thereafter bear interest as the principal. Should default be made in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in lawful money of the United States. This note is secured by a Mortgage upon the real property of even date herewith. Privilege is reserved to pay \$500 or any multiple thereof account principal sum at any time before maturity with out bonus consideration.

Original Note Bears

\$5.40 in U.S. Internal

Revenue Stamps Cancelled.

PHI GAMMA DELTA CHAPTER HOUSE ASSOCIATION,

By W.Y. Morgan---President

By Wilder S. Metcalf---Secretary

(CORPORATE SEAL)

SECOND. The payment of such additional sums, with interest, as may hereafter be loaned by said mortgagee to said mortgagor or assigns, whether evidenced by promissory note or otherwise.

THIRD. The payment of Attorney's fees in a reasonable sum to be fixed by the court in any action brought to foreclose this mortgage, or in any suit or proceeding affecting the rights of the mortgages herein, whether brought by or against the owner of said real property, involving either the title thereto, the lien of this mortgage thereon, the validity or priority of such lien, or any right of the mortgagee hereunder, whether such action, suit or proceeding progress to judgment or not; also the payment of all costs and expenses of such suit and also such sums as said mortgagee may pay for obtaining a policy of title insurance and for searching the title to the mortgaged property subsequent to the date of the recording of this mortgage or for surveying said property; also, whenever it becomes necessary for said mortgagee in its judgment, to make any appearance in court in connection with the property herein mortgaged, the payment of all costs, and such attorney's fees, shall be paid, or agreed to be paid, by said mortgagee; all of which said sums, including said attorney's fees, are hereby declared a lien upon said property and are secured hereby.

FOURTH. The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire, cyclone or tornado insurance inspection, repair, cultivation, irrigation, protection, fertilization, fumigation or any other expenditure in connection with the care, preservation, of said property, or for any other purpose provided for by the terms of this mortgage.

The mortgagor agrees with said mortgagee to pay, as soon as due, all taxes assessments, liens and incumbrances, which may be or appear to be, liens upon said property or any part thereof, while the indebtedness, or any part thereof hereby secured remains unpaid, including taxes levied or assessed upon this mortgage or upon the debt secured hereby, and hereby waives all right to treat the payment of such taxes or assessments as a payment on the debt secured hereby or as being to any extent a discharge thereof. And the mortgagor agrees to keep the buildings now erected or which may hereafter be erected on said premises, insured against loss by fire in an amount equal to the principal sum of said promissory note (or less if satisfactory to the mortgagee) in such companies as may be satisfactory to the mortgagee, the policies for such insurance shall be made payable, in case of loss, to said mortgagee, and shall be delivered to and be held by it as further security; and that in default thereof, said mortgagee may procure such insurance not exceeding the amount aforesaid, to be effected either upon its interest as mortgagee or upon the interest of the owner of the mortgaged premises and in its name, loss, if any, being made payable to the said mortgagee, and may pay and expend for premiums for such insurance such ins-

The following is a copy of the original instrument.

City of the District Court of Douglas

W. B. Smith