

KANSAS MORTGAGE.

THIS MORTGAGE, Made this 15th, day of May, in the year of Our Lord One Thousand Nine Hundred Twenty Three by and between The Chi Omega Fraternity, a corporation, of the County of Douglas, and State of Kansas, party of the first part, and Marshall A. Barber, party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of Thirty Two Hundred and no/100 DOLLARS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit: All of the South One-Half (South Fifty Feet) of Lot Numbered Five (5), in Block number Nine (9), in OREAD ADDITION to the City of Lawrence.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following condition, to-wit;

WHEREAS,

the said party of the first part has this day made, executed and delivered to the said party of the second part its Promissory Note of even date herewith, by which it promises to pay to the said party of the second part or his order, for value received Thirty Two Hundred and no/100 DOLLARS due May, 15, 1928, with interest from date to maturity at the rate of seven per cent per annum, payable semi-annually, for balance of purchase price of the above-described property. <sup>note</sup>principal, payable at office of Jacob G. Wine, in Kansas City, Mo.

NOW, If the said Chi Omega Fraternity, party of the first part, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assign, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, its successors and assigns, and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by

The following is referred to on the original instrument:  
 Received of Chi Omega Fraternity, the within ordered mortgage,  
 the sum of Thirty Two Hundred Dollars and interest at five  
 per cent per annum, for the within Mortgage. By Jacob G. Wine, Attorney-in-fact.

Recorded April 26, 1924  
 Seal E. McKeen  
 Register of Deeds

For Release of Book 67, Page 213