

AND VOLUNTARY act and deed for the uses and purposes therein set forth.
Witness my hand and notarial seal the day and year above set forth.

John W. Deorow.
Notary Public.

L.S.
My Commission expires May 4, 1928.

From Alpha Kappa Lambda Bldg. assn. MORTGAGE.
To Emma E. Kreeck,

State of Kansas, Douglas County, ss.
This instrument was filed for record
on July 11, A.D. 1928, At 2:55 P.M.

John E. Newman.
Register of Deeds.

This Indenture, Made this eighth day of June, A.D. 1928 between The Alpha Kappa Lambda Building Association, a corporation, of Lawrence, Kansas, party of the first part, and Emma E. Kreeck of Lawrence, Kansas, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Fourteen Thousand (\$14,000.00) Dollars in hand paid, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell and convey unto the said party of the second part, her heirs and assigns the following described real estate, situate in the county of Douglas and State of Kansas, to-wit:

Lot numbered eighty nine (89) on Louisiana Street in the city of Lawrence, and lots numbered one (1) and two (2) in block numbered one (1) in Lanes first addition to the city of Lawrence, all in Douglas County, Kansas, or described as follows: Beginning at a point in the city of Lawrence where the north line of Winthrop (now seventh) street intersects the west line of Louisiana street; thence north one hundred (100) feet, thence west one hundred seventeen (117) feet, thence south one hundred (100) feet; thence east one hundred seventeen (117) feet to the point of beginning, in the city of Lawrence, in Douglas County Kansas.

To Have and To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, her heirs and assigns forever; and the said party of the first part hereby covenants that at the delivery hereof, it is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all encumbrances, and that it will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided However, That if the said party of the first part shall pay or cause to be paid to the said party of the second part her heirs or assigns, the principal sum of Fourteen Thousand (\$14,000.00) Dollars, with interest thereon at the rate of six per cent per annum, payable semi-annually, according to the terms and conditions of a certain promissory note this day executed and delivered by said party of the first part to said party of the second part, then this mortgage to be void and the same to be released otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified, in manner as provided in said note, together with all costs and expenses of collection, if any, there shall be, and any costs, incurred and paid by said party of the second part, her heirs or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said premises, land or property; also to abstain from the commission of waste on said premises, to keep the buildings thereon in good repair and insure to the amount of \$12,000.00 in insurance companies acceptable to the said party of the second part, her heirs or assigns, and to assign and deliver to her or them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said party of the second part, her heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance and the amounts paid therefor, with interest thereon from date of payment at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part does hereby further covenant and agree that in case of default of any installment, either of principal or interest, or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default, the said party of the second part, her heirs or assigns, may, without notice, declare the entire debt secured immediately due and payable, and thereupon, or in case of default in payment of said note at maturity, the said party of the second part, her heirs or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as she may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of the monies mentioned herein, to interest at the rate of ten per cent per annum from the time of such default on all monies due at the time thereof, and may proceed to foreclose this mortgage, and in the event of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part has caused this mortgage to be executed by its President, thereunto lawfully authorized so to do, attested by its Secretary, and its corporate seal to be hereto affixed, this the eighth day of June, A.D. 1928.

The Alpha Kappa Lambda Building Association, a Corporation.
By Harry M. Stewart, President

Corp Seal
Attest;
Francis O. Kanehl, Secretary.

State of Kansas, Douglas County, ss;

Be It Remembered That on this 11th day of June, A.D. 1928, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harry M. Stewart to me known to be the President of The Alpha Kappa Lambda Building Association, a corporation, of Lawrence, Kansas, and who duly acknowledged the execution of the foregoing instrument of writing in his official capacity to be the act and deed of said corporation, also appeared _____ to me known to be the Secretary of said corporation, who duly attested the signature of said President, and attached the corporate seal to said foregoing instrument of writing.

In Witness Whereof, I have hereto signed my name and affixed my notarial seal, on this the day and year last above written.

Bernice E. Jones, Notary Public.

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3500

For Lawrence - See Book 77 Page 311

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