

MORTGAGE RECORD 67

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and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessments thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

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

In Presence of
W. H. Moherman.

Martha E. Caldwell
Fred B. Caldwell

State of Kansas)
Franklin County) ss: On this 13 day of July A.D. 1926 before me personally appeared Martha E. Caldwell and Fred B. Caldwell her husband and to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

W. H. Moherman.
Notary Public. in and for said County.

L.S.
My Commission expires June 7, 1930.

From MORTGAGE.
The Phi Chapter of the Alpha Omicron Pi Sorority.
To The Aetna Building & Loan Ass'n

State of Kansas, Douglas Co. ss:
This instrument filed July 15th, 1926
at 3:20 PM.
Isa E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That Phi Chapter of the Alpha Omicron Pi Sorority, incorporated, by Jessie Marie Senor, President, and Gladys G. Ferris, Secretary, Grantor, of the County of Douglas and State of Kansas, for and in consideration of the sum of Thirty Thousand Dollars, in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, Grantee do hereby sell, and convey unto the said The Aetna Building and Loan Association and its successors, or assigns, the following-described premises, situated in the County of Douglas and the State of Kansas, to-wit:

Beginning at a point One Hundred Twenty-five (125) feet west of the Northwest corner of the intersection of Ohio Street and Hancock Street, in the City of Lawrence, Kansas, thence West One Hundred Twenty-five (125) feet; thence north Seventy-five (75) feet, thence east One Hundred Twenty-five (125) feet, thence south Seventy-five (75) feet to beginning, being in the southwest quarter of Section Thirty-one (31) Township Twelve (12) Range Twenty (20)

TO HAVE AND TO HOLD, the above granted premises, with all the improvements thereon and appurtenances thereto belonging unto the said Grantee and its successors or assigns forever.

And the said Grantor for itself and its successors and assigns, covenant with the said Grantee and its successors or assigns, that the said premises are free and clear from any and all encumbrance, and that it has a good right and lawful authority to convey and mortgage the same, and that it will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

The conditions of this mortgage are such, That whereas the said Grantor is the owner of 60 shares of installment stock of the said The Aetna Building and Loan Association and do hereby transfer and assign said shares of stock to said Association as additional security for the aforesaid indebtedness, and hereby covenant, promise, and agree to do and perform all things which the By-Laws of said Association require of its shareholders and borrowers, and do hereby further promise to pay to said Association on said shares and loan the sum of Three Hundred Ten Dollars per month on or before the twentieth day of each and every month until the said shares shall reach matured value of five hundred dollars per share, according to the provisions of the by-laws, and in accordance with the terms of a certain promissory note, executed by the said Grantor and reading in words and figures as follows:

\$30,000.00

First Mortgage Real Estate Note (Non-Negotiable)

In Consideration of Thirty Thousand Dollars, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to The Aetna Building and Loan Association of Topeka, Kansas the sum of Thirty Thousand Dollars, with interest thereon from date, payable in installments of Three Hundred Ten Dollars, per month, being the interest on said borrowed money in the amount of Two Hundred Fifty Dollars, as well as the dues on Sixty shares of installment stock of said Association in the amount of sixty Dollars, both interest and dues, as aforesaid, being payable at the office of the said Association in Topeka, Kansas, on or before the twentieth day of each and every month until the said shares shall have attained full matured value of five hundred dollars per share, in accordance with the By-Laws of said Association, and in case of default in the payment of interest or dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereof, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall after such default, bear interest at the rate of 10% per annum. Appraisement waived.

Dated at Lawrence, Kansas, the 2nd day of July, 1926.

The Phi Chapter of the Alpha Omicron Pi Sorority.
By Jessie Marie Senor, President.

Attest: Gladys G. Ferris, Secretary. (Seal)