

MORTGAGE RECORD 67

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duly sworn on his oath states that he is the vice president of Southwest Mortgage Company that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of directors, and said Harry E. Randel duly acknowledged that he executed such instrument as the free act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and notarial seal at my office in Kansas City, Mo.

My commission expires January 20, 1930.

Ruth M. Doyle
Notary Public in and for
Jackson County, Missouri

RELEASE

From M. E. Newlin
To Allie E. Hines

State of Kansas, Douglas Co., ss
This instrument was filed for record Dec. 9, 1926, at 1:20 P.M.

Register of Deeds.

Know all men by these presents, That in consideration of full payment of the debt secured by Allie E. Hines and R. F. Hines, dated the twentieth day of August, A.D. 1910, which is recorded in Book of Mortgages, page 201, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this --- day of ----- A.D., 19---.

M.E. Newlin

State of California, ss
Fresno County

Be it remembered, That on this 29th day of July, A.D. 1926, before me Lura L. Weems, a Notary Public in and for said County and State, came M. E. Newlin to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 12, 1930.

Lura L. Weems
Notary Public.

From Phi Chapter of
Alpha Omicron Pi Inc.
To Merchants National Bank,

MORTGAGE.

State of Kansas, Douglas County, ss;
This instrument filed Dec. 10th, 1926 at 1:55 P.M.

Register of Deeds

SECOND MORTGAGE

THIS INDENTURE, Made this 1st day of December, 1926 between Phi Chapter, Alpha Omicron Pi, Incorporated of Douglas County, in the State of Kansas of the first part, and The Merchants National Bank, of Lawrence, Kansas as Trustee for the holders of certain promissory notes of said Phi Chapter of Alpha Omicron Pi Incorporated in the total principal sum of Five Thousand Two Hundred Dollars (\$5,200.00) of Douglas County, in the State of Kansas, of the Second part;

Witnesseth: That the said party of the first part, in consideration of the Sum of Five Thousand Two Hundred Dollars, the receipt of which is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Beginning 125 ft. west of northwest corner of Ohio and Han. Streets, west 125 ft. north 75 ft. east 125 ft. south 75 ft. in Oread Addition, an addition in the City of Lawrence, Kansas-----

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Phi Chapter of Alpha Omicron Pi Incorporated has this day executed and delivered certain promissory notes to certain parties for the total sum of Five Thousand Two Hundred Dollars --- bearing even date herewith, payable at the Merchants National Bank, Lawrence, Kansas as per the terms thereof.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$30,000.00, interest and principal due and payable \$413.33 monthly for the nine school months of each year until paid, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage or any of the notes secured hereby, may at his option for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and said notes due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the notes described in this mortgage when due, or any part thereof, then all unpaid notes shall become immediately due and payable, at the option of the holder of such notes, and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Phi Chapter of Alpha Omicron Pi, Incorporated 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.