

MORTGAGE RECORD 70

S.W. FOURTEENTH STATIONERY CO. KANSAS CITY, MO. 64101

Reg. No. 1430 FROM STATE OF KANSAS, DOUGLAS COUNTY, ss.
 Fee Paid 1.25 TO This instrument was filed for record on the 2 day of
Feb. A. D. 1926. At 11:10 A. M.
Isa C. Wellman
 Central Trust Co., By _____ Register of Deeds.
 Deputy.

THIS INDENTURE, Made this 19th day of January in the year of our Lord, nineteen hundred and
twenty six, by and between
Zeta Tau Alpha Alumnae Association

of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the
 second part.
 WITNESSETH, That the said parties of the first part, in consideration of the sum of

Five hundred twenty five & no/100 DOLLARS, to them in hand paid, the receipt whereof is hereby
 acknowledged, do by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, its successors and
 assigns, all of the following-described real estate, situated in County of Douglas, and State of Kansas to-wit:

Lots numbered seventy two (72) Seventy four (74) and seventy six (76)
on Elm Street in Baldwin City.

(the following is attached to the original instrument)

State of Kansas }
 Linn County } ss

Be it remembered, That on this 23rd day of Jan'y. A.D. 1926 before me the undersigned a
 Notary Public in and for the county and state aforesaid came Grace Thorne secretary of the Zeta Tau
 Alpha association who is personally known to me to be such officer and the same person who as such
 officer executed the within instrument of writing and such person duly acknowledged the execution
 of the same, as the voluntary act and deed of such association.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day
 and year last above written.

LS
 My commission expires Feb'y. 20th 1929

E.D. Bennett
 Notary Public

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in
 anywise appertaining, forever, free and clear of all incumbrance except a certain mortgage of even date herewith for

\$7500.00 maturing January 1, 1933

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and
 delivered their certain promissory note in writing to said party of the second part, for the sum of \$ 525. payable in six
 equal installments of \$ 87.50 each on the first days of January and July

of each year after the date thereof until fully paid, with interest at ten per cent per annum after maturity until payment. Both principal and interest payable
 at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given
 for and in consideration of the services of THE CENTRAL TRUST CO., in securing a loan for said parties of the first part, which loan is secured by the
 mortgage heretofore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless
 of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part 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 note 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. But if said sum of money, or any part thereof, or any interest thereon, or interest or
 principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied
 against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest
 thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled
 to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal
 interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any
 outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall
 become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the
 rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, assigns, executors,
 administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Imp. seal _____ Zeta Tau Alpha Alumnae Association
 Attest: Grace Thorne secretary _____ By: Margaret Bostic President

STATE OF KANSAS,
 County of Shawnee ss. BE IT REMEMBERED, That on this 26 day of January
 A. D. 1926, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came
Margret Bostic president of the Zeta Tau Alpha Alumnae association

_____ who is personally known to me to be the same person as such officer
 person duly acknowledged the execution of the same. As the voluntary act and deed of such association
 IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

LS _____ Chas F. Walker Notary Public.
 Commission expires May 3 19 26.

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 12th day of

January 19 29

The Central Trust Co.
by C.B. Mummen, Sec.

This Release
 was written
 on the original
 mortgage is
 entered
 this 17 day
 of Jan
 1929

Chas F. Walker
Notary Public
My Seal
Done

CENT. TRUST CO., 2ND MORTG.