

MORTGAGE RECORD 74

Reg. No. 3476
Fee Paid, \$36.25

323

FROM
Phi Delta Phi Bldg.
TO
Law. Bldg. & L. Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 23 day of
May A. D. 1928, at 4:50 P. M.
Lsa E. Wellman
By _____ Register of Deeds.
Deputy.

THIS INDENTURE, Made this twenty third of May, in the year of our Lord, one thousand nine hundred and twenty eight between
Phi Delta Phi Building Association a corporation
of Lawrence in the County of Douglas and State of Kansas
part y. of the first part, and The Lawrence Building and Loan Association
part y. of the second part.

WITNESSETH, That the said part y. of the first part, in consideration of the sum of
Fourteen thousand five hundred DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has ss. sold, and by this indenture do ss. Grant, Bargain, Sell and Mortgage to the said part y. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot two hundred fifty four (254) on Louisiana street in the city of Lawrence
Kansas

with the appurtenances and all the estate, title and interest of the said part y. of the first part therein.
And the said part y. of the first part do ss. hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and
sired of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance
and that they will warrant and defend the same against all parties making lawful claim therein.
It is agreed between the parties hereto that the part y. of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or
assessed against said real estate when the same become due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum
and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part y. of the second part to the extent of
its interest. And in the event that said part y. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as
herein provided, then the part y. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this
indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.
THIS GRANT is intended as a mortgage to secure the payment of the sum of
Fourteen Thousand and five Hundred DOLLARS,

according to the terms of OGB certain written obligation for the payment of said sum of money, executed on the 23rd of May 1928.
and by its terms made payable to the part y. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or
sums of money advanced by the said part y. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said
part y. of the first part shall fail to pay the same as provided in this indenture.
And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance be not kept
up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become
absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately
mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part y. of the second part, y.
to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents
and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part y. making such sale, on
demand, to the first part y.
It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing therefrom shall extend
and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.
IN WITNESS WHEREOF, The part y. of the first part has by its duly authorized President and Secretary
above written.

Seal
The Phi Delta Phi Building Association (SEAL)
by T. J. Zinn President (SEAL)
Adolf J. Krehbiel Secretary (SEAL)

STATE OF Kansas
COUNTY OF Douglas ss.
BE IT REMEMBERED, That on this 23rd day of May A. D. 1928, before me, a
Notary Public in the aforesaid County and State, came
T. J. Zinn President and Adolf J. Krehbiel, Secretary of The Phi Delta Phi Building Association,
to me personally known to be the same person who executed the foregoing instrument 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.
L.S.
My commission expires on the 18th day of October 1928
I. C. Stevenson. Notary Public.

RELEASE
I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of
Deeds to enter the discharge of this mortgage of record. Dated this 13 day of May 1932
Mortgage. Owner.
Lsa E. Wellman Secy. Lawrence Bldg. & Loan Assn.
By George C. Foster Pres.

This Release
was written
on the original
Mortgage &
entered
this 13 day
of May 1932
Lsa E. Wellman
Secy. Bldg. & Loan Assn.
Reg. of Deeds.