

MORTGAGE RECORD 74

Reg. No. 3477
Fee Paid, \$ 2.00

325

FROM

Phi Delta Phi Building Association
TO

The Alpha Xi Delta

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 23 day of May A. D. 1928, at 4:45 P. M.

Geo. 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 The Phi Delta Phi Building Association

of Lawrence _____ in the County of Douglas _____ and State of Kansas _____ parties of the first part, and The Alpha Xi Delta _____ party of the second part.

WITNESSETH, That the said party _____ of the first part, in consideration of the sum of _____ DOLLARS, to _____ it _____ duly paid, the receipt of which is hereby acknowledged, has _____ sold, and by this indenture does _____ Grant, Bargain, Sell and Mortgage to the said party _____ 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 party _____ of the first part therein.

And the said party _____ of the first part do hereby covenant and agree that at the delivery hereof it is _____ the lawful owner _____ of the premises above granted, and that they will warrant and defend the same against all parties making lawful claim therein.

Association for \$14,500.

It is agreed between the parties hereto that the party _____ 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 party _____ of the second part to the extent of its interest. And in the event that said party _____ 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 party _____ 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 _____ DOLLARS, Eight Hundred _____

according to the terms of _____ One _____ certain written obligation _____ for the payment of said sum of money, executed on the 23rd day of May _____ 1928, and by _____ its _____ terms made payable to the party _____ 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 party _____ 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 party _____ 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 is 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 party _____ of the second part.

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 provided 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 party _____ making such sale, on demand, to the first party _____ of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein 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 party _____ of the first part this _____ day of _____ 1928, by its President and Secretary its _____ hand and seal, the day and year last above written.

The Phi Delta Phi Building Association (SEAL)

by T. J. Zinn, President (SEAL)

Adolf J. Krehbiel, Secretary (SEAL)

(SEAL)

Seal

STATE OF Kansas
COUNTY OF Douglas

L.S.

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, Secy, The Phi Delta Phi Building Association, _____

and _____ 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.

My commission expires on the 15th 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 20 day of September _____ 1928.

Alpha Xi Delta, Inc.
Owner
Betty J. Gilbert Pres.
Nelson H. Grant Sec.

This Release was written in the original and acknowledged before me on the 29th day of September 1928.