

part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder, and in case of default of payment of any sum herein covenanted to be paid when due, the first party agrees to pay to said second party interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

capital and interest shall be fully paid.

5. BIGMAN. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said party of the first part hereby assigns to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to it under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed its name and affixed its seal, on the day and year above mentioned.

THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION.

BY MRS. R. C. JACKMAN, PRESIDENT (SEAL)

ATTEST:

AMIDA STANTON, SECRETARY.

CORP.
(FAL).

STATE OF KANSAS, DOUGLAS COUNTY, SS:

BE IT REMEMBERED, That on this 2nd day of July, A.D. 1927, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mrs. E.C. Jackson, President of the Zappa Nappa Gamma House Association, and Amlida Tamm, Secretary of said Association, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

A. F. McClanahan, Notary Public.

(L.57)

Commission expires Apr. 20, 1929.

Doc. No. 2729
Fee: \$5.50

MORTGAGE

FROM--THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION
TO---THE PRESIDENTIAL INVESTMENT COMPANY.

STATE OF KANSAS, DOUGHERS COUNTY, SS:
This instrument filed July 2, 1927-11:50 AM

Ed E. Wellman
Register of Deeds.

THIS INSTRUMENT, Made this 1st day of June, A.D. 1927, by and between THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION of the County of Douglas, and State of Kansas; party of the first part, and THE FRUITING INVESTMENT COMPANY, a corporation, organized under the laws of Kansas, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-two Hundred and No/100 (\$2200.00) Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same shall due, doth hereby GRANT, BARGAIN, SELL and MORTGAGE to said party of the second part, its successors and assigns, (Forever) the following described tract or parcel of land with the tenements, appurtenances, and hereditaments therunto belonging, situated in County of Douglas, State of Kansas, to-wit:

The West 155 feet of the South 180 feet of Block One (1), Babcock's Addition to the City of Lawrence, and the North 35 feet of the vacated street adjoining said 155 feet on the south, subject to the conditions, provisions and reservations hereinafter set forth:

Also a perpetual right-of-way jointly with the grantors, their successors, in title and assigns, over a strip of land described as follows:

Beginning at the Northeast corner of the land hereby conveyed; thence east to Lawrence Street, in the City of Lawrence; thence south 25 feet; thence west to the east line of the land hereby conveyed; thence North 25 feet to the place of beginning, together with a circle driveway to be constructed by the grantors, in connection with said right-of-way on land adjoining that hereby conveyed on the east;

with a perpetual right of my jointly with the grantors, their successors in title and assigns, for sewer, water and gas lines from the east line of the land hereby conveyed over the land of the grantors adjoining the lands hereby conveyed on the east, and joint right to use with the grantors, their successors in title and assigns, the easement for sewer, water and gas lines now owned by the grantors heretofore over the land of the University Club, a Corporation, in said Block One (1) under the conditions hereinafter set forth.

of the sixth Principal Mortgage, containing, across, more or less, according to government survey (together with the rents, issues and profits thereof) and warrant and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the party of the first part to THE FARMERS' INVESTMENT CO., dated June 1, 1927, to secure the payment of \$37,000.00 covering the

[illegible]