

MORTGAGE RECORD 75

above described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE PRUDENTIAL INVESTMENT COMPANY in obtaining a loan for the party of the first part, secured by the prior mortgage of \$37,000.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$2200.00 hereby secured is evidenced by three notes of even date herewith, executed by the party of the first part and payable to the order of the party of the second part as follows:

\$600.00 on the first day of July, 1928

\$800.00 on the first day of July, 1929.

~~\$800.00 on the first day of July, 1950.~~

bearing interest as provided in said notes.

Now, if the date of the first part shall fail to pay, or cease to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail to comply with the terms and conditions of said prior bond or mortgage, then this conveyance shall become void and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the money arising from such sale to retain the amount due for principal and interest, costs and penalties thereon; together with the costs and charges of making such sale; and the surplus, if any there be shall be paid by the party making such sale, on demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees to pay the price of extending the abstract of title on the said mortgage predices from the date of this mortgage to the date of filing such foreclosure case, which abstract expense shall be due upon the filing of the petition in any such action and the same shall be taken upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and ordered as costs hereof; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorneys fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable semi-annually, from date said sums are expended, except the portion of notes when determined, which shall accumulate down interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set its hand

THE KAPPA KAPPA GAMMA HOUSE ASSOCIATION

BY MES. R. C. JACOBSON, President.

A-154

Amide Stanton, Secretary.

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(SEAL)

STATE OF KANSAS, DOUGLAS COUNTY, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of May, 1917, personally appeared Mr. C. Jackson, President of The Kappa Kappa House Association, and said Deane, Secretary of said Association, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my hand and official seal the day and year above set forth.

NY 100-81106-4414-4415-4416-4417-4418-4419-4420-4421-4422-4423-4424-4425-4426-4427-4428-4429-4430-4431-4432-4433-4434-4435-4436-4437-4438-4439-4440-4441-4442-4443-4444-4445-4446-4447-4448-4449-4450-4451-4452-4453-4454-4455-4456-4457-4458-4459-4460-4461-4462-4463-4464-4465-4466-4467-4468-4469-4470-4471-4472-4473-4474-4475-4476-4477-4478-4479-4480-4481-4482-4483-4484-4485-4486-4487-4488-4489-4490-4491-4492-4493-4494-4495-4496-4497-4498-4499-4500-4501-4502-4503-4504-4505-4506-4507-4508-4509-4510-4511-4512-4513-4514-4515-4516-4517-4518-4519-4520-4521-4522-4523-4524-4525-4526-4527-4528-4529-4530-4531-4532-4533-4534-4535-4536-4537-4538-4539-4540-4541-4542-4543-4544-4545-4546-4547-4548-4549-4550-4551-4552-4553-4554-4555-4556-4557-4558-4559-4560-4561-4562-4563-4564-4565-4566-4567-4568-4569-4570-4571-4572-4573-4574-4575-4576-4577-4578-4579-4580-4581-4582-4583-4584-4585-4586-4587-4588-4589-4590-4591-4592-4593-4594-4595-4596-4597-4598-4599-4600-4601-4602-4603-4604-4605-4606-4607-4608-4609-4610-4611-4612-4613-4614-4615-4616-4617-4618-4619-4620-4621-4622-4623-4624-4625-4626-4627-4628-4629-4630-4631-4632-4633-4634-4635-4636-4637-4638-4639-4640-4641-4642-4643-4644-4645-4646-4647-4648-4649-4650-4651-4652-4653-4654-4655-4656-4657-4658-4659-4660-4661-4662-4663-4664-4665-4666-4667-4668-4669-4670-4671-4672-4673-4674-4675-4676-4677-4678-4679-4680-4681-4682-4683-4684-4685-4686-4687-4688-4689-4690-4691-4692-4693-4694-4695-4696-4697-4698-4699-4700-4701-4702-4703-4704-4705-4706-4707-4708-4709-4710-4711-4712-4713-4714-4715-4716-4717-4718-4719-4720-4721-4722-4723-4724-4725-4726-4727-4728-4729-4730-4731-4732-4733-4734-4735-4736-4737-4738-4739-4740-4741-4742-4743-4744-4745-4746-4747-4748-4749-4750-4751-4752-4753-4754-4755-4756-4757-4758-4759-4760-4761-4762-4763-4764-4765-4766-4767-4768-4769-4770-4771-4772-4773-4774-4775-4776-4777-4778-4779-4780-4781-4782-4783-4784-4785-4786-4787-4788-4789-4790-4791-4792-4793-4794-4795-4796-4797-4798-4799-4800-4801-4802-4803-4804-4805-4806-4807-4808-4809-4810-4811-4812-4813-4814-4815-4816-4817-4818-4819-4820-4821-4822-4823-4824-4825-4826-4827-4828-4829-4830-4831-4832-4833-4834-4835-4836-4837-4838-4839-4840-4841-4842-4843-4844-4845-4846-4847-4848-4849-4850-4851-4852-4853-4854-4855-4856-4857-4858-4859-4860-4861-4862-4863-4864-4865-4866-4867-4868-4869-4870-4871-4872-4873-4874-4875-4876-4877-4878-4879-4880-4881-4882-4883-4884-4885-4886-4887-4888-4889-4890-4891-4892-4893-4894-4895-4896-4897-4898-4899-4900-4901-4902-4903-4904-4905-4906-4907-4908-4909-4910-4911-4912-4913-4914-4915-4916-4917-4918-4919-4920-4921-4922-4923-4924-4925-4926-4927-4928-4929-4930-4931-4932-4933-4934-4935-4936-4937-4938-4939-4940-4941-4942-4943-4944-4945-4946-4947-4948-4949-4950-4951-4952-4953-4954-4955-4956-4957-4958-4959-4960-4961-4962-4963-4964-4965-4966-4967-4968-4969-4970-4971-4972-4973-4974-4975-4976-4977-4978-4979-4980-4981-4982-4983-4984-4985-4986-4987-4988-4989-4990-4991-4992-4993-4994-4995-4996-4997-4998-4999-5000-5001-5002-5003-5004-5005-5006-5007-5008-5009-5010-5011-5012-5013-5014-5015-5016-5017-5018-5019-5020-5021-5022-5023-5024-5025-5026-5027-5028-5029-5030-5031-5032-5033-5034-5035-5036-5037-5038-5039-5040-5041-5042-5043-5044-5045-5046-5047-5048-5049-5050-5051-5052-5053-5054-5055-5056-5057-5058-5059-5060-5061-5062-5063-5064-5065-5066-5067-5068-5069-5070-5071-5072-5073-5074-5075-5076-5077-5078-5079-5080-5081-5082-5083-5084-5085-5086-5087-5088-5089-5090-5091-5092-5093-5094-5095-5096-5097-5098-5099-5100-5101-5102-5103-5104-5105-5106-5107-5108-5109-5110-5111-5112-5113-5114-5115-5116-5117-5118-5119-5120-5121-5122-5123-5124-5125-5126-5127-5128-5129-5130-5131-5132-5133-5134-5135-5136-5137-5138-5139-5140-5141-5142-5143-5144-5145-5146-5147-5148-5149-5150-5151-5152-5153-5154-5155-5156-5157-5158-5159-5160-5161-5162-5163-5164-5165-5166-5167-5168-5169-5170-5171-5172-5173-5174-5175-5176-5177-5178-5179-5180-5181-5182-5183-5184-5185-5186-5187-5188-5189-5190-5191-5192-5193-5194-5195-5196-5197-5198-5199-5200-5201-5202-5203-5204-5205-5206-5207-5208-5209-5210-5211-5212-5213-5214-5215-5216-5217-5218-5219-5220-5221-5222-5223-5224-5225-5226-5227-5228-5229-52

A. J. MC CLANAHAN, Notary Public.

1491

PARTIAL RELEASE OF MORTGAGE

~~Wm. Albert L. Stanton~~ and Harriet M. Stanton

100-400, A. 11 & 12

STATE OF KANSAS, DOUGLAS COUNTY, SS:

This instrument filed July 3, 1927 at 3:10 PM

instrument filed July 5
1944

RELATIVE NO. OF BIRDS

STATE OF KANSAS, BUTLER COUNTY, SS:

WHEREAS ALL THE LAND HEREIN DESCRIBED, Part Ist of said of the County and State aforesaid, do hereby certify that certain Abstracts of Mortgage No. 1234 and March 22, 1924, made and executed by Albert C. Hamilton and Harry Hamilton of the first part to National National Bank of the second party and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in Volume 80 page 282 on the 23rd day of March, A.D. 1923, for \$4000.00 as is at beginning at a point in the west boundary line of the S24 Sec. 2, T. 13 S., R. 20 E., of the 3rd P.M., 20 rods South of the Northwest corner of said 1st section; thence North 115 feet to an iron bolt, thence east 350 feet to a stake; thence south 110 feet to an iron stake, thence west 350 feet to an iron bolt the point of beginning, less the west 80 feet for street purposes, containing 75.40 acres more or less, in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED.

This release is given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described, said mortgage having been assigned to C.A. Hill.

Witness my hand this 22th day of June, 1927.

C. A. RILL