

## MORTGAGE RECORD 75

State of Missouri  
County of Jackson 188

On this 4th day of January A.D. 1928 before me a Notary Public in and for said county and State came J.R.Rhodes, Grand Master and W.H.Alward, Grand Treasurer of the Kappa Sigma Fraternity Gamma Omicron Chapter, personally known to me as being the identical persons whose names are affixed to the foregoing mortgage as Grand Master and Grand Treasurer of said Kappa Sigma Fraternity, Gamma Omicron Chapter and in behalf of said Fraternity acknowledged the same to be their own voluntary act and deed.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written.

M.D Henry  
Notary Public

LS

My commission expires June 18, 1931.

From

J.J.Eddy

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Jan. 7, 1928  
At 11:35 A.M.

To *See Page 175 for this instrument*  
Aetna Bldg. & L. Ass'n

Register of Deeds

Know All Men by these Presents, That J.J.Eddy and Annie E. Eddy his wife (Grantors) of the county of Douglas and state of Kansas for and in consideration of the sum of Eight Hundred Fifty Dollars in hand paid by The Aetna Building and Loan Association of Topeka, Kansas (Grantee) do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors or assigns the following described premises situated in the County of Douglas and the State of Kansas to-wit:

Lot five (5) Block Three (3) in Belmont Addition to Lawrence, Kansas

To Have and to hold the above granted premises, with all the improvements thereon and appurtenances thereto belonging unto the said Grantee and its successors or assigns forever.

And the said Grantors for themselves and their heirs, executors, administrators and assigns covenant with the said Grantee and its successors or assigns, that the said premises are free and clear from any and all encumbrance, and that they have a good right and lawful authority to convey and mortgage the same, and that they will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

The conditions of this Mortgage are such. That whereas the said Grantors are the owners of 1-4/5 shares of installment stock of the said The Aetna Building and Loan Association and do hereby transfer and assign said shares of stock to said Association as additional security for the aforesaid indebtedness and hereby covenant, promise and agree to do and perform all things which the By-laws of said association require of its shareholders and borrowers and do hereby further promise to pay to said Association on said shares and loan the sum of Ten and 03/100 Dollars per month on or before the twentieth day of each and every month until the said shares shall reach matured value of five hundred dollars per share according to the provisions of the By-laws and in accordance with the terms of a certain promissory note, executed by the said Grantors and reading in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

\$850.00

In consideration of Eight Hundred Fifty Dollars borrowed money the receipt whereof is hereby acknowledged We promise to pay to The Aetna Building and Loan Association of Topeka, Kansas, the sum of Eight Hundred Fifty Dollars with interest thereon from date, payable in installments of Ten and 03/100 Dollars per month being the interest on said borrowed money in the amount of Five and 53/100 Dollars as well as the dues on 1-4/5 shares of installment stock of said Association in the amount of Four and 50/100 Dollars, both interest and dues as aforesaid, being payable at the office of the said Association in Topeka, Kansas, on or before the twentieth day of each and every month until the said shares shall have attained full matured value of Five Hundred dollars per share in accordance with the By-laws of said Association, and in case of default in the payment of interest or dues or any part thereof at the stated times or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereof, then this note shall immediately become due and payable at the option of the legal holder hereof and shall, after such default, bear interest at the rate of 10% per annum. Appraisal waived.

Dated at Lawrence Kansas, the 29th day of December 1927.

J.J.Eddy  
Annie E.Eddy.

And the said Grantors for themselves and their heirs, executors, administrators, and assigns hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned, to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

(void)