

# MORTGAGE RECORD 75

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If default be made in the payment of any installment of either principal or interest when such payment becomes due and payable according to the terms hereof, then all of said remaining unpaid principal and interest shall at the option of the holder of this note, become due and payable without notice to the makers hereof.

Dated at Lawrence, Kansas, this 25th day of January 1928.

Attest:

Laurence Greiner  
Secretary

Delta Tau Delta Society, a corporation

By: C.R. Gelvin--President.

Now, If said party of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the part of the second part shall be entitled to the possession of said premises.

In Witness Whereof, The said party of the first part has hereunto set its hand the day and year first above written.

Delta Tau Delta Society, a corporation

Attest: Laurence Greiner  
Secretary.  
corp. seal.

By C.R. Gelvin--President.

State of Kansas  
Douglas County

Be it remembered, That on this 30 day of Jan A.D. 1928 before me, the undersigned a Notary Public in and for the county and State aforesaid, came C.R. Gelvin, President of Delta Tau Delta Society, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Laurence Greiner, Secretary of said corporation who are personally known to me to be such officers and who are personally known to me to be the same persons who executed as such officers the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of such corporation.

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

E.F. Huddleston  
Notary Public.

IS  
My commission expires May 21, 1931.

From Delta Tau Delta, Society  
To Delta Tau Delta Fraternity, N.Y.

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Feb 6, 1928  
At 3:05 P.M.

*Jas. F. Wellman*  
Register of Deeds

This Indenture, Made this 31st day of January A.D. 1928 between Delta Tau Delta Society, a corporation of Lawrence, Douglas County, in the State of Kansas party of the first part and Delta Tau Delta Fraternity, of New York City, of New York, New York County in the State of New York, party of the second part:

Witnesseth, That said party of the first part in consideration of the sum of Five Thousand and 00/100 Dollars the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real Estate situated in Douglas County, and state of Kansas to-wit:

A tract of land in the southeast quarter of Section Thirty six (36) Township Twelve (12) Range Nineteen (19) described as follows: Beginning Three Hundred Twenty four (324) feet east of the west boundary and Three Hundred Thirty (330) feet south of the North boundary of said Southeast Quarter of Section thirty six (36) Thence east four hundred thirty four and one half (434½) feet, thence north two hundred fifty one (251) feet, thence south sixty degrees (60°) West five Hundred Two (502) feet to beginning, less a strip One Hundred (100) feet in width along the east side of above described tract of Real Estate in Douglas County, Kansas.

To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining forever.

Provided Always, And these presents are upon this express condition that whereas, said Delta Tau Delta Society, a corporation has this day executed and delivered a certain promissory note in writing to said party of the second part of which the following is a copy.

SECOND MORTGAGE REAL ESTATE NOTE.  
DELTA TAU DELTA FRATERNITY OF NEW YORK CITY.  
New York City, New York.

For value received, Delta Tau Delta Society, a corporation, does hereby promise to pay to the order of Delta Tau Delta Fraternity, of New York City, New York the sum of Five Thousand Dollars to be paid as follows:

\$500.00 on the 1st day of February 1931 \$500.00 on the 1st day of February 1932  
\$4000.00 on the 1st day of February 1933.

with interest thereon at the rate of 5% per annum until due, payable semi-annually on the 1st day of February and August in each year, said principal and interest being payable in lawful money of the United States of America at the Home Office of The Delta Tau Delta Fraternity of New York City, New York, or at such other place as the legal holder of this note may in writing designate.

It is expressly declared and agreed that this note is made and executed under and is to be construed by the laws of the State of Kansas in every particular, and is given for an actual loan of Five Thousand Dollars.

The installments of both principal and interest on this note are to draw ten per cent interest per annum after due, until paid and are secured by a mortgage of even date herewith on real estate. Appraisal waived.

In Reference to Mortgage Book 111 Page 70

3/78  
12 50  
Fee Paid

In Reference to Book 132 Page 509