

MORTGAGE RECORD 75

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 31st day of January 1928.

Attest: Laurence Greiner, Secretary.

Society
Delta Tau Delta, a corporation
By C.R. Gelvin—President.

This mortgage is given subject to a mortgage dated January 25, 1928 in favor of The Aetna Building and Loan Association of Topeka, Kansas.

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; and 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 party 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.

Attest:

Laurence Greiner
Secretary
Corp. seal.

Delta Tau Delta Society, a corporation
By C.R. Gelvin—President

State of Kansas I
Douglas County ISS

Be it remembered, That on this 6th day of Feb'y. 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.

A.F. Flinn
Notary Public

LS

Term expires April 10, 1931.

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From D. Coen Byrn ASSIGNMENT State of Kansas Douglas Co. ss
To Douglas Co. B. & L. Ass'n Filed for record Feb 7, 1928
At 9:20 A.M.

(The following is endorsed on original instrument 664 Page 574)
For Value Received, the undersigned owner of the ~~with~~ owner of the within mortgage does hereby assign and transfer the same to Douglas County Building & Loan Ass'n.

D. Coen Byrn

State of Kansas I
County of Douglas ISS

Be it remembered, that on the 6th day of February A.D. 1928 before me the undersigned a Notary Public in and for said county and state came D. Coen Byrn, the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment.

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

John C. Enick
Notary Public

LS

My commission expires January 13, 1932.

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From W.P. Sayre RELEASE State of Kansas Douglas Co. ss
To I.C. Bushong Filed for record Feb. 7, 1928
At 2:10 P.M.

John C. Enick
Register of Deeds

Know All Men By These Presents, that W.P. Sayre the mortgagee named in a certain mortgage executed upon July 6th 1926 by I.C. Bushong and wife to said W.P. Sayre and recorded in the office of the register of deeds of Douglas County, Kansas upon July 8, 1926 in mortgage record 67 at page 375 does now in consideration of the payment to said mortgagee of the sum of \$1500.00 the receipt of which is hereby acknowledged, release and discharge said mortgage so far as the same covers the