

MORTGAGE RECORD 75

State of Kansas

55.

Riley County

Now on this 13th day of May, 1923, before me the undersigned, a Notary Public, in and for the county and State aforesaid, came Nell Dougherty President, of the Beta, of Delta Sigma Lambda Alumni Association, of Lawrence in the County of Douglas and State of Kansas, a corporation who is personally known to me to be the same persons who executed the within instrument of writing as president and secretary respectively, and said Nell Dougherty president ----- duly acknowledged the execution of the same as President of said corporation, and acknowledged the same to be the act of the corporation.

In Testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

R. C. Griffiths Notary Public
My Commission expires July 8, 1931

STATE OF KANSAS
DICKINSON COUNTY

22

Be it remembered that on this 17 day of May 1929 before me the undersigned, a Notary Public in and for the County and State aforesaid came Lewis K. Leonard Secretary of The Beta of Delta Sigma Lambda Association, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing as secretary and said secretary duly acknowledged the execution of the same and said Lewis K. Leonard as Secretary, duly acknowledged the same to be the act of the corporation.

In testimony whereof I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Legal Seal

A. F. Becker Notary Public

My Commission expires Nov. 6, 1930

Recorded May 20 1929 A. D. at 9:40 A. M.

Chas. E. Austin Register of Deeds

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That N. F. Daum, a widower (Grantor) of the County of Douglas, and State of Kansas, for and in consideration of the sum of Forty-five Hundred 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 One (1) Block Thirteen (13) University Place Addition to the City of 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 Grantor for himself and his 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 he has a good right and lawful authority to convey and mortgage the same, and that he will warrant and defend the title thereto against the lawful claims of any and all persons whatsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantor is the owner of 9 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 Fifty-one and 75/100 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 Grantor, and reading in words and figures as follows:

\$4500.00

FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

IN CONSIDERATION of forty-five Hundred Dollars, borrowed money, the receipt whereof is hereby acknowledged, I promise to pay to the AFMA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, the sum of Forty-five Hundred Dollars with interest thereon from date, payable in installments of Twenty-one and 75/100 Dollars per month, being the interest on said borrowed money in the amount of Twenty-nine and 25/100 Dollars, as well as the dues on Nine shares of installment stock of said Association in the amount of Twenty-two 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. Appraisement waived.

Dated at Lawrence, Kansas, the 14th day of May 1929.

N. F. Dawn
Bessie Dawn

Harold Beck
100-66 0000
Fred W. Gibson

[illegible]