

## MORTGAGE RECORD No. 77

## MORTGAGE

for No. 77

for Paid \$10.00

THIS INDENTURE, made this 15th day of November, 1929 between the PHI BETA PI FRATERNITY, ALPHA, IOTA CHAPTER, Lawrence, Kansas, (a corporation) of Douglas County, in the State of Kansas, of the first part, and OPAL A. HUNT, of Johnson County, in the State of Kansas, of the second part:

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of Four Thousand (\$4,000.00) Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all of the following described real estate, situated in the City of Lawrence, in Douglas County, in the State of Kansas, to-wit:

Commence at a point 125 feet south of the northeast corner of lot No. 7 in Block No. 5 Bebock's Addition to the city of Lawrence, Kansas, thence south 75 feet, thence west 102 feet, thence south 17.2 feet, thence west 33.5 feet, thence north 17.2 feet, thence west 54.5 feet, thence north 75 feet, thence east 190 feet to the place of beginning, in the city of Lawrence.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered its forty (40) certain promissory notes in writing to said party of the second part, thirty-nine (39) of which notes are in the sum of One Hundred Twenty (\$120.00) Dollars each and one of which notes is in the sum of One Hundred Nineteen and 40/100 (\$119.40) Dollars, all bearing interest at the rate of seven (7%) per cent per annum from maturity, the total amount of such notes, if paid at maturity, being the sum of Forty-seven Hundred Ninety-nine and 40/100 (\$4,799.40) Dollars; it being expressly understood that the total amount of the principal loan, for which this mortgage is given is Four Thousand (\$4,000.00) Dollars, and that the above sum of Forty-Seven Hundred and Ninety-nine and 40/100 (\$4,799.40) Dollars, includes the principal plus interest amounting to Seven Hundred Ninety-nine and 40/100 (\$799.40) Dollars, which is the interest computed on each and all of said notes to the date of their maturity. The first of said notes matures December 1st, 1929 and thereafter one of said notes matures on the first day of each month in each year, except the months of July, August and September, until finally the last note matures March 1, 1934; provided, however, that the said party of the first part shall have, and is hereby given, the option and privilege to pay any or all of said notes then remaining unpaid, on the first day of December in any year, in which event, all future interest upon any non-due note, or notes, so paid, will be abated.

NOW, if said party of the first part shall pay, or cause to be paid, to said party of the second part, her heirs, or assigns, the said sum of money in the above described notes mentioned, according to the terms and tenor of same, then these presents shall be wholly discharge and void; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, is not paid when the same is due, or if the taxes and assessments of every nature, which are, or may be assessed or 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, shall and by these presents become due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sale, to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there may be, shall be paid by the party making such sale upon demand to the party of the first part, its successors and assigns.

This mortgage is subject to a prior existing mortgage bearing date of July 1, 1929 between the same parties given to secure notes aggregating Forty-seven Thousand, Ninety-one and 15/100 (\$47,091.15) Dollars which said mortgage has heretofore been duly filed and recorded in the office of the Register of Deeds of Douglas County, Kansas; and it is agreed that any breach thereof shall similarly and with the same effect be and constitute a breach hereof.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be signed by its President and attested by its Secretary, the day and year first above written.

ATTEST:

C. A. McBurney  
Secretary.

STATE OF KANSAS  
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 18 day of November, A. D. 1929, before me, the undersigned a Notary Public in and for the County and State aforesaid, came W. H. McCain President of the PHI BETA PI FRATERNITY, ALPHA IOTA CHAPTER, LAWRENCE, KANSAS, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and C. A. McBurney 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 said corporation, PHI BETA PI FRATERNITY, ALPHA IOTA CHAPTER, LAWRENCE, KANSAS.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Legal Seal

Nelle Schneider  
Notary Public

My commission expires

September 2, 1931

Recorded November 23, 1929 A. D. at 10:10 A. M.

Register of Deeds

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