

SAML. DODSWORTH STATIONERY CO. KANSAS CITY, MO. 64110

MORTGAGE

THIS MORTGAGE, Made this 27th day of February in the year of Our Lord One Thousand Nine Hundred Thirty by and between The Beta Gamma House Association, A Corporation of the County of Douglas and State of Kansas party of the first part, and Margaret G. Shaughnessy party of the second part,

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas to-wit:

All of the South Fifteen (15) feet of Lots Three (3) and Eighteen (18), all of Lots Four (4) and Seventeen (17) all of Lots Five (5) and Sixteen (16) North Ten (10) feet of Lot Six (6), in University Heights, sub-division in Douglas County, Kansas and an addition to the City of Lawrence, Kansas.

Subject to a first mortgage of Five Thousand (\$5000) dollars and a second mortgage of Twenty-five Hundred (\$2500) Dollars on all but the North Thirty-seven and one-half feet of said tract.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, The Beta Gamma House Association the said party of the first part has this day made, executed and delivered to the said party of the second part its Promissory Note of even date herewith, by which it promises to pay to the said Margaret G. Shaughnessy or order, for value received Twenty-five Hundred (\$2500.00) and No/100 Dollars due June 1st 1934 with interest from date to maturity at the rate of Six per cent per annum, payable semi-annually, Principal and interest payable at Merchants National Bank, Lawrence, Kansas and bear interest from maturity until paid at the rate of 8 per cent per annum, payable semi-annually.

NOW, If the said The Beta Gamma House Association shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or any part thereof or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said part of the second part or assigns, by virtue of this Mortgage, immediately become due and payable, or if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, and its assigns, and all persons claiming under it, at which sale, appraisement of said property is hereby waived by said party of the first part. And the said party of the first part shall and will at its own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Five Thousand Dollars, and in default thereof said party of the second part may at his option effect such insurance in her own name and the premium or premiums, costs, charges, and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenants and agrees that at the delivery hereof said The Beta Gamma House Association is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and that it will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever; against the lawful claim of all persons whomsoever, except as above mentioned.

IN WITNESS WHEREOF, The said party of the first part has hereunto affixed its seal the day and year first above written.

ATTEST:

Spencer A. Gard
Sec.-Treas.

CORP. SEAL

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

THE BETA GAMMA HOUSE ASSOCIATION

By Edward H. Taylor
President.

Now on this 18th day of March 1930 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Edward H. Taylor, President of The Beta Gamma House Association, to me personally known to be the same person who executed the within and foregoing instrument, who being first duly sworn did, on his oath say that he is President of said The Beta Gamma House Association and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was sealed and signed in behalf of said corporation by authority of its Board of Directors and by him delivered as and for its act and deed. And he did further acknowledge said instrument to be the free act and deed of said corporation for the considerations and purposes therein mentioned.

In Witness Whereof, I have hereunto attached my official seal at Lawrence, Kansas, the day and year above written.

Legal Seal

My commission expires: April 20, 1935.

A. E. McClannahan Notary Public

Recorded March 18, 1930 A. D. at 4:10 P. M.

Elmer B. Connelley - Register of Deeds