

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 12th day of Nov. A. D. 1932 before me, the undersigned, a Notary Public in and for said County and State, came Charles E. Balston & Daisy N. Balston, his wife his wife acknowledged the execution of the same.

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

Legal Seal

(Commission expires Dec. 29, 1932)

Bernice E. Jones
Notary Public

Recorded November 22nd, A. D. 1932 at 9:40 A. M.

Edw. C. Cantelero—Register of Deeds

MORTGAGE

THIS MORTGAGE, Made the TWENTIETH day of FEBRUARY, A. D. nineteen hundred and THIRTY-ONE, By PHI GAMMA DELTA CHAPTER HOUSE ASSOCIATION, a Kansas Corporation having its principal place of business in the City of Lawrence, County of Douglas, State of Kansas, Mortgagee, To THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, a corporation organized and existing under the laws of the State of California, Mortgagee.

WITNESSETH: That the Mortgagee hereby mortgages to the Mortgagee the real property situate in the City of Lawrence, County of Douglas, State of Kansas, and described as follows, to-wit:

Beginning at a point Ten (10) feet South of the Northwest corner of Lot Number One (1) on the West line of said Lot in Learnard Place, the same being a subdivision of a portion of Babcock's Addition to the City of Lawrence; thence South along the West line of Lots One (1), Two (2) and Three (3), Two Hundred (200) feet; thence directly thence West Two Hundred Fifty-two (252) feet; thence Directly North Two Hundred (200) feet; above described land being in Learnard Place (now vacated) the same being a subdivision of Block Two (2) and vacated Ohio Street in Babcock's Addition in the City of Lawrence, County of Douglas, State of Kansas.

including all buildings and improvements thereon or that may be hereafter erected thereon; together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes and ditches thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, for the purpose of securing:

First. The performance of the promises and obligations of this mortgage and the payment of the indebtedness evidenced by a promissory note (and any renewal or renewals thereof) in words and figures as follows:

\$24,000.00

Los Angeles, California, FEBRUARY 20, 1931.

IN INSTALLMENTS, AND AT TIME HEREINAFTER STATED, after date, for value received PHI GAMMA DELTA CHAPTER HOUSE ASSOCIATION, a Kansas Corporation, promises to pay to THE PACIFIC MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, or order, at its office in Los Angeles, the sum of TWENTY-FOUR THOUSAND Dollars as follows: \$375.00 on the twentieth day of May, August and November, 1931; \$375.00 on the twentieth day of February, May, August and November in each of the years 1932, 1933, 1934 and 1935, and the balance of \$16,875.00 on February 20, 1936, with interest from date until paid, at the rate of SIX (6) per cent. per annum, payable QUARTERLY; should the interest not be so paid, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Principal and interest payable in lawful money of the United States. This note is secured by a mortgage upon real property of even date herewith. Privilege is reserved to pay additional amounts of \$100.00, or any multiple thereof, account principal on any principal payment date before maturity without bonus consideration.

Corporate Seal

PHI GAMMA DELTA CHAPTER HOUSE ASSOCIATION
By H. A. Rice President,
By P. H. Friend, Secretary

Second. The payment of such additional sums, with interest, as may hereafter be loaned by said mortgagee to said mortgagor or assigns, whether by promissory note or otherwise.

Third. The payment of attorney's fees in a reasonable sum to be fixed by the Court in any action brought to foreclose this mortgage, or in any action, suit or proceeding affecting the rights of the mortgagee herein, whether brought by or against the owner of said real property, involving either the title thereto, the lien of this mortgage thereon, the validity or priority of such lien, or any right of the mortgagee hereunder, whether such action, suit or proceeding progress to judgment or not; also the payment of all costs and expenses of such suit and also such sums as said mortgagee may pay for obtaining a policy of title insurance and for searching the title to the mortgaged property subsequent to the date of the recording of this mortgage or for surveying said property; also, whenever it becomes necessary for said mortgagee, in its judgment, to make any appearance in court in connection with the property herein mortgaged the payment of all court costs, and such attorney's fees as shall be paid, or agreed to be paid, by said mortgagee; all of which said sums, including said attorney's fees, are hereby declared a lien upon said property and are secured hereby.

Fourth. The payment of all sums expended or advanced by the mortgagee for taxes, assessments, incumbrances, adverse claims, fire, earthquake, cyclone or tornado insurance, inspection, repair, cultivation, irrigation, protection, fertilization, fumigation or any other expenditure in connection with the care, preservation or maintenance of said property, or for any other purpose provided for by the terms of this mortgage.

The mortgagor agrees with said mortgagee to pay, as soon as due, all taxes, assessments, liens and incumbrances, which may be, or appear to be, liens upon said property or any part thereof, while

Reg. No. 2012
Filing \$40.00

See Release and Rev. 82 page 540-