

## MORTGAGE RECORD No. 79

Receiving No. 535

## M O R T G A G E

R. No. 105  
Fee Paid \$59.25

KNOW ALL MEN BY THESE PRESENTS, That The Phi Chapter of Alpha Omicron Pi a Corporation, incorporated, of Lawrence, of the County, of Douglas, and State of Kansas, for and in consideration of the sum of Twenty-three Thousand Seven Hundred and no/100 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 Lawrence, and State of Kansas, to-wit:

Beginning at a point 126 feet West of the Northwest (NW) corner of the intersection of Ohio Street and Hancock Street in the City of Lawrence, Douglas County, Kansas; thence West One Hundred Twenty-five (125) feet; thence North Seventy-five (75) feet; thence East One Hundred Twenty-five (125) feet; thence South Seventy-five (75) feet to beginning, being in the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20),

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 its successors or assigns, covenants with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrances, and that it has a good right and lawful authority to convey and mortgage the same, and that it will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

Provided, always, and these presents are upon this express condition, that whereas, said Phi Chapter of Alpha Omicron Pi Incorporated, a Corporation, has this date executed and delivered two certain promissory notes in writing, to said party of the second part, of which the following are true copies.

\$5000.00 FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE) On the 1st day of October, 1945, in consideration of Five Thousand Dollars, borrowed money, the receipt whereof is hereby acknowledged, we promise to pay to The Aetna Building and Loan Association of Topeka, Kansas, the sum of Five Thousand Dollars with interest at the rate of 5% per annum from October 1, 1935 to October 1, 1937, to be paid in monthly payments of Twenty and 83/100 Dollars, commencing on October 1, 1935, and interest at the rate of 5% per annum from October 1, 1937 to October 1, 1945, payable in monthly payments of Twenty-five Dollars, and in case of default in the payment of interest, 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 thereof, and shall after such default, bear interest at the rate of 10% per annum. Appraisal waived.

Dated at Lawrence, Kansas, the 3 day of May 1935.

Attest: (CORP. SEAL)  
Jessie Marie Cramer  
Financial Secretary & Treas.

The Phi Chapter of Alpha Omicron Pi, a corporation  
By Margaret Schwartz Vice-President.

\$18,700.00 FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE) In consideration of Eighteen Thousand Seven Hundred Dollars, borrowed money, the receipt whereof is hereby acknowledged, we promise to pay to THE AETNA BUILDING AND LOAN ASSOCIATION of Topeka, Kansas, the sum of Eighteen Thousand Seven Hundred Dollars with interest thereon from the 1st day of October, 1935 to the 1st day of October, 1937, payable in installments of \$77.92 per month, being interest on said borrowed money at the rate of 5% per annum, and thereafter being payable in installments of \$132.50 per month, to be applied first to the interest on said borrowed money at the rate of 6% per annum and the balance of said monthly payment being applied to the reduction of the principal of said indebtedness. Said last above mentioned payments to commence with the month of October, 1937, and to continue until said indebtedness shall have been paid in full, and in case of default in the payment of interest or principal, 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 thereof, and shall, after such default, bear interest at the rate of 10% per annum. Appraisal waived.

Dated at Lawrence, Kansas, the 3 day of May, 1935.

Attest: (CORP. SEAL)  
Jessie Marie Cramer  
Financial Sec & Treas.

The Phi Chapter of Alpha Omicron Pi, a corporation  
By Margaret Schwartz Vice-President.

Now, if the said Grantor, its successors or assigns, shall well and truly pay the aforesaid notes according to the tenor thereof and all interest and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance and liens assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments shall become due and the said Grantee, or its successors, or assigns may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may at its option pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisal waived.

WITNESS our hands this 3 day of May 1935.

Attest: (CORP. SEAL)  
Jessie Marie Cramer  
Financial Secretary & Treas.

PHI CHAPTER OF ALPHA OMICRON PI,  
INCORPORATED, a Corporation  
By Margaret Schwartz Vice-President.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage hereinabove described was made by said District Court, on the 16 day of May, 1935, and that the same is duly recorded in Journal of said County, at page 229, 1935. Witness my hand this 16 day of May, 1935.  
John Callahan  
Clerk District Court

ATTEST:  
Hans A. Bick  
Register of Deeds