

MORTGAGE RECORD 80

Receiving No. 1119

Reg. No. 260
Fee Paid, \$ 0.25

Receiving

FROM

Alpha Phi Alpha
TO

Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of
September A. D. 1935 at 3:00 o'clock P. M.Harold A. Beck
Register of Deeds
Deputy.

By

THIS INDENTURE, Made this Seventh day of September, in the year of our Lord, one thousand nine hundred and Thirty-five between The Upsilon Chapter of Alpha Phi Alpha Fraternity

of Lawrence in the County of Douglas and State of Kansas
party of the first part, and The Lawrence Building and Loan Association part of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Fifty-four and 23/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One (1) in Block Thirty-two (32) Quivera Place, an addition to the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and that of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances Except a mortgage of \$1850.00 to the mortgagee

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed upon said real estate when the same becomes due and payable, and that they keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event the said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 15% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifty-four and 23/100 DOLLARS according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 7th day of September A. D. 1935 and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation authorized therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid of the buildings on said real estate are not kept in as good repair, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, to take possession of the said premises and all the appurtenances thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in accordance with the provisions of law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any, shall be paid by the party making such sale, on demand, to the first party of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

Upsilon Chapter of Alpha Phi Alpha Fraternity (SEAL)

Donald Beatty pres. (SEAL)

Horace D. Murdock Treas. (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 7th day of September A. D. 1935, before me, a notary public in the aforesaid County and State, came Donald Beatty, President and Horace D. Murdock, Secretary of the Upsilon Chapter of Alpha Phi Alpha Fraternity to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 18th day of October 1936.

I. C. Stevenson

Notary Public.

(SEAL)

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 22nd day of June 1936.

I. C. Stevenson regy

Enfield

Lawrence Building & Loan Assn
C. S. Weatherly, V. Pres.

This Release was written on the original mortgage which appeared on file.

Harold A. Beck
Register of DeedsFred W. Kehn
Clerk

I, the undersigned to enter the discharge of this mortgage of record.

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