

Receiving No. 4758

MORTGAGE RECORD 80

Reg. No. 1161  
Fee Paid, \$ 1.75

FROM

The Tau Bldg. Assn. of Alpha Delta Pi, a corporation  
TO  
The Lawrence Bldg. & Loan Assn.

STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 17 day of August A. D. 19 37, at 2:20 o'clock P. M.

By *Narold A. Beck* Register of Deeds.  
*Ruth Nelson* Deputy.

THIS INDENTURE, Made this eleventh day of August hundred and thirty-seven between The Tau Building Association of Alpha Delta Pi, a corporation

of Lawrence in the County of Douglas and State of Kansas part 1st of the first part, and The Lawrence Building and Loan Association part 2nd of the second part.

WITNESSETH, That the said part 1st of the first part, in consideration of the sum of Seven Hundred and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Sixty (60) feet of Lot Five (5) and all of Lot Six (6) in Block Two (2), Cread Addition, an addition to the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except two mortgages to The Lawrence Building and Loan Assn. of \$35,000.00 and \$5,000.00 and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st 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 against 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 part 2nd 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 that said part 1st 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 part 2nd 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 10% from the date of payment until fully repaid.

THE GRANT is intended as a mortgage to secure the payment of the sum of Seven Hundred and no/100 DOLLARS, according to the terms of certain written obligation for the payment of said sum of money, executed on the 11th day of August 19 37 and by its terms made payable to the part 2nd 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 part 2nd of the second part to pay for any insurance or to discharge any tax with interest thereon as herein provided, in the event that said part 1st of the first part shall fail to pay the same as provided in this indenture.

All this covenant shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment or any part thereof or any obligation created hereby, 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 covenant shall become absolute, and the whole sum remaining unpaid, and all 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, without notice, and it shall be lawful for the said part 2nd of the second part to take possession of the said premises and all the improvements 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 the manner prescribed by 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 there be, shall be paid by the part 1st of the first part making such sale, on demand, to the first part 1st.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereto 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 part 1st of the first part have hereunto set their hands and seals the day and year last above written.

The Tau Building Association of Alpha Delta Pi, a Corporation (SEAL)  
Janet Shipman, President (SEAL)  
Betty S. Jensen, Secretary (SEAL)

STATE OF Missouri )  
County of Jackson ) ss.

BE IT REMEMBERED, That on this 14th day of August A. D. 19 37, before me, a Notary Public in the aforesaid County and State, came Janet Shipman, President and Betty S. Jensen, Secretary of The Tau Bldg. Assn. of Alpha Delta Pi, a Corporation, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution to be the same.

(SEAL) 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 25th day of September 19 37.  
O. S. Gumm Notary Public.

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 19th day of November 19 37

*copy seal* L. C. Stevenson Secy-  
*George A. Smith* Mortgagee.  
*Narold A. Beck* Owner.  
*Ruth Nelson* Reg. of Deeds.

This Release was written on the original Mortgage entered this 21st day of Dec 19 37