

DOUGLAS COUNTY

\$1,000.00 May 1, 1938;
 \$1,000.00 November 1, 1938;
 1,000.00 May 1, 1939;
 1,000.00 November 1, 1939;
 1,000.00 May 1, 1940;
 1,000.00 November 1, 1940;
 1,000.00 May 1, 1941;
 1,000.00 November 1, 1941;
 1,000.00 May 1, 1942

\$1,000.00 November 1, 1942;
 \$1,000.00 May 1, 1943;
 1,000.00 November 1, 1943;
 1,000.00 May 1, 1944;
 1,000.00 November 1, 1944;
 1,000.00 May 1, 1945;
 1,000.00 November 1, 1945;
 1,000.00 May 1, 1946;
 1,000.00 November 1, 1946;

and the balance of \$17,000.00 on May 1st, 1947;

with interest thereon from date at the rate of 6% per annum payable semi-annually on the 1st days of November and May in each year after date, both principal and interest to bear interest at the rate of 8% per annum after default or maturity until paid.

If default be made in the payment of either principal or interest when the same becomes due and payable, then all of said principal and interest shall at the option of the legal holder or holders hereof become at once due and payable without notice.

Privilege is reserved to pay \$1,000.00 or any multiple thereof in addition to the principal reductions herein required at any interest-paying date after May 1st, 1942, up-on giving ninety (90) days prior written notice.

NOW, if the said Kappa Alpha Theta Building Association, a corporation, 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 either of them, 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 parties 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 parties of the second part, their successors 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, its successors and assigns, and all persons claiming under it, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are 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 buildings 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 Thirty-five Thousand and no/100 Dollars, for the benefit of the said parties of the second part, or their assigns; and in default thereof said parties of the second part may at their option effect such insurance in their 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 their option pay any taxes or statutory liens against said property, all of which sums with eight 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 does hereby covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrance and that it will warrant and defend the same in the quiet and peaceful possession of said parties of the second part, their successors and assigns forever against the lawful claims of all persons whomsoever, except the title of the first party to that part of vacated Ohio Street herein described is subject to an easement in favor of the University Club and the first party makes no warranty as to the South half of vacated Street 40 feet wide along the North sides of Lots 1 and 12 herein described.

In Witness Whereof, said party of the first part has caused these presents to be signed on its behalf by its President therunto duly authorized so to do, and to be attested by its Secretary and has caused its corporate seal to be hereunto affixed the day and year last above written.

(CORP SEAL)

Attest: Helen S. Barteldes
 Secretary

KAPPA ALPHA THETA BUILDING ASSOCIATION
 a corporation,
 By: Jeannette T. Wheeler
 President

STATE OF Kansas)
 COUNTY OF Douglas) SS

BE IT REMEMBERED, That on this 29th day of July, 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeannette T. Wheeler, President of the Kappa Alpha Theta Building Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas; and Helen S. Barteldes, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

(SEAL) My commission expires January 15, 1938

Mary C. Morgan
 Notary Public.

Recorded August 2, 1937 at 8:05 A.M.

Harold A. Beck

Register of Deeds.

 RECEIPT

\$35,000.00

November 16, 1945

RECEIVED OF Kappa Alpha Theta Building Association, a corporation organized and existing under the laws of the State of Kansas of the County of Douglas and State of Kansas, the within named mortgagor, the sum of Thirty Five Thousand Dollars in full satisfaction of the within Mortgage.

J. C. Nichols
 Herbert E. Jones
 University Trustees under the Last Will
 of William Rockhill Nelson, deceased.

This release
 was written
 on the original
 mortgage
 and entered
 this 19th day
 of April
 1946
Harold A. Beck
 Reg. of Deeds