

DOUGLAS COUNTY

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on the 10th day of June A.D. 1938 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank S. Davis, Vice-President of THE DAVIS WELLCOME MORTGAGE COMPANY, who is personally known to me to be the Vice-President of said Corporation, and the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same, for and in behalf of said Corporation.

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

(SEAL) My Com. expires July 6, 1938

Laura Morgan
Notary Public.

Recorded June 11, 1938 at 9:45 A.M.

Harold C. Best
Register of Deeds.

Reg. No. 1498
Fee Paid \$87.50

Receiving No. 6111

MORTGAGE

THIS MORTGAGE, Made this 11th day of June in the year of Our Lord One Thousand Nine Hundred and Thirty-eight by and between The Kansas Alpha of Phi Delta Theta Alumni Corporation, a Corporation by O.W. Maloney, President, and John W. Brand, Secretary of the County of Douglas and State of Kansas party of the first part, and Security National Bank of Kansas City, Kansas City, Kansas party of the second part WITNESSETH, That said party of the first part, for and in consideration of the sum of Thirty Five Thousand and no/100 DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part and to its heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning at the intersection of the center line of Euclid Street (vacated and produced west) with the west line of the northwest Quarter (2) of Section Six (6), Township Thirteen (13), Range Twenty (20) east of the 6th P.M., being the west line of Babcocks Addition; thence south 131 feet; thence east 137.5 feet to the point of beginning; thence south 150 feet along the east line of a roadway; thence east One Hundred Twenty (120) feet; thence north One Hundred Fifty (150) feet; thence North and Westerly, and due West along the West and South line of said roadway to a point Ninety Eight (98) feet North of the point of beginning; thence due South Ninety Eight (98) feet to the point of beginning, Being Lots Nine (9), Ten (10), Eleven (11) and Twelve (12) in Fort Thatcher Place, an Addition to the City of Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

WHEREAS, the said First Party has this day executed and delivered one certain promissory note in writing to the party of the second part, payable at Security National Bank of Kansas City, Kansas City, Kansas as follows, to-wit:

Kansas City, Kansas, June 11, 1938 No.

For value received, We promise to pay to the order of
SECURITY NATIONAL BANK OF KANSAS CITY at its office in Kansas City, Kansas,
Thirty Five Thousand and no/100 ----- DOLLARS,
in payments as follows, namely, in successive annual installments of Five Thousand ----- Dollars
each exclusive of interest, beginning with the first installment June 11, 1939 together with interest
from date at the rate of four and one-half per cent (4½%) per annum payable semi-annually, and with interest
at the rate of ten per cent (10%) per annum on the principal of each unpaid installment after its maturity
until paid.

If default is made in the payment of any installment when due, then all the remaining installments shall become due and payable at once and bear interest at the rate of ten per cent per annum until paid.
All makers and endorsers of this note waive protest, presentment and notice of non-payment.

Due in monthly payments

to.....

Address.....

Phone

THE KANSAS ALPHA OF PHI DELTA THETA ALUMNI CORPORATION,
BY: O. W. Maloney President
BY: John W. Brand Secretary

NOW, if the said First Parties 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, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its heirs, executors, administrators, 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, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 the said party of the first part its heirs and assigns, and all persons claiming under it. 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 building 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 Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its 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 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 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 incumbrances, and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns, forever, against

Security National Bank of Kansas City, Kansas
 This mortgage is made in full satisfaction of a promissory note made by the above named party of the first part to the above named party of the second part, dated June 11, 1938, and is subject to the terms and conditions of said note.
 O. W. Maloney
 John W. Brand
 The Kansas Alpha of Phi Delta Theta Alumni Corporation
 By: O. W. Maloney
 By: John W. Brand
 Notary Public
 Laura Morgan
 My Commission Expires July 6, 1938
 Recorded June 11, 1938 at 9:45 A.M.
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