

# MORTGAGE RECORD 83

405

\$500. due July 1, 1939; \$500. due July 1, 1940; \$500. due Jan. 1, 1941 \$ 500. due July 1, 1941  
 \$500. due Jan. 1, 1942; \$500. due July 1, 1942; \$500. due Jan. 1, 1943 \$ 500. due July 1, 1943  
 \$500. due Jan. 1, 1944; \$500. due July 1, 1944; \$500. due Jan. 1, 1945 \$ 500. due July 1, 1945  
 \$500. due Jan. 1, 1946; \$500. due July 1, 1946 \$500. due Jan. 1, 1947 \$ 500. due July 1, 1947  
 \$500. due Jan. 1, 1948 \$10500. due July 1, 1948

That said note as extended shall bear interest at five per cent per annum, payable semi-annually on the first days of January and July in each year, provided the same is paid when due, otherwise the installments of both principal and interest are to draw ten per cent interest per annum after due, until paid; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the principal note and the interest thereon from July 1, 1938.

At the end of one year or at any interest paying date thereafter, Mortgagor has the option to pay on the principal of this note \$100 or any multiple thereof.

Witnesseth our hands, this 15th day of June 1938.

(CORP. SEAL)

THE BUILDING ASSOCIATION OF KANSAS ALPHA CHAPTER  
 OF PHI KAPPA PSI, a corporation  
 By: F. D. Baty President  
 Corlett J. Cotton Secretary

STATE OF KANSAS, Douglas County, SS.

Be it Remembered, That on this 15th day of June A.D. 1938 before me, the undersigned, a Notary Public in and for said County and State, came F.D. Baty as President and Corlett J. Cotton Secretary of The Building Assoc. of Kansas Alpha Chapter of Phi Kappa Psi, a corporation who are personally known to me to be such officers and to be the same persons who as such officers executed the within instrument of writing and duly acknowledged the execution of the same as the voluntary act and deed of such corporation.

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

(SEAL) (Commission expires Jan 15th 1942)

Rosa Robinson  
 Notary Public.

Recorded June 25, 1938 at 11:56 A. M.

*Harold A. Bask* Register of Deeds

Receiving No. 6210

## MORTGAGE

Reg. No. 15192  
 Fee Paid \$8.00

THIS INDENTURE, Made this 24th day of June, 1938, by and between Kathleen Doering, a single woman, of Lawrence, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Three Thousand Two Hundred and no/100 . . Dollars (\$3,200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas to wit:

Lot Seventy-four (74) on Tennessee Street in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Three Thousand Two Hundred and no/100 . . Dollars (\$3,200.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of Five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-five and 31/100 . . Dollars (\$25.31), commencing on the first day of August 1938, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1953.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an insurance premium charge of one per centum (1%) of the original principal amount thereof, provided the time of prepayment is more than 2 years before the maturity date; and an insurance premium charge of one-half of one per centum (1/2%) of the original principal amount thereof, provided that such time of prepayment is 2 years or less before such maturity date; such payment to be applied by the Grantee upon the obligation of the Grantor to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

## RIDER

If this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds