

MORTGAGE RECORD 83

581

8. That if there shall be a default in any of the terms, conditions of covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Leonard M. Jella
Lottie Jella

STATE OF KANSAS, }
COUNTY OF DOUGLAS } ss:

BE IT REMEMBERED, that on this twentieth day of May, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leonard M. Jella and Lottie Jella his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

E. B. Martin
Notary Public.

(SEAL) My Commission expires Sept. 17, 1941.

Recorded May 22, 1939 at 11:05 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 7797 <

Reg. No. 1877 <
Fee Paid \$10.00

INDENTURE OF MORTGAGE

From
The Gamma Theta Chapter of Delta Tau Delta
To
Delta Tau Delta Fraternity

THIS INDENTURE OF MORTGAGE, dated as of July 1st, 1938; and actually executed May 17th, 1939; WITNESSETH that:

The Gamma Theta Chapter of Delta Tau Delta, a corporation, organized and existing under the laws of the State of Kansas, having its principal offices in the city of Baldwin City, County of Douglas, and State of Kansas (hereinafter referred to as the "mortgagor"), mortgages and warrants to Delta Tau Delta Fraternity, a corporation, organized and existing under the laws of the State of New York (hereinafter referred to as "mortgagee"), the following real estate in the city of Baldwin City, County of Douglas, State of Kansas, to-wit:

Lot No. Seventy-one (71) and the East Twenty (20) feet of Lot No. Seventy-three (73), on Grove Street in said Baldwin City;

with the appurtenances and all the estate, title and interest of said mortgagor therein; and said mortgagor does covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances; and that it will forever warrant and defend the same against all claims whatsoever.

This grant is intended as a mortgage to secure the payment, when the same shall be due, of Four Thousand Dollars (\$4,000.00), in principal amount of promissory notes, bearing even date herewith, executed by the mortgagor, payable to the order of the mortgagee as follows:

Serial Number	Date of Note	Maturity Date	Principal Amount
1	July 1, 1938	July 1, 1939	\$ 600.00
2	July 1, 1938	July 1, 1940	625.00
3	July 1, 1938	July 1, 1941	650.00
4	July 1, 1938	July 1, 1942	675.00
5	July 1, 1938	July 1, 1943	725.00
6	July 1, 1938	July 1, 1944	725.00

and the mortgagor expressly agrees to pay the sums of money above secured, without relief from valuation or appraisement laws; and upon failure to pay any one of said notes at maturity, then all of said notes are, at the option of mortgagee, to become due and payable and this mortgage may be foreclosed accordingly.

It is further agreed, that on failure of mortgagor to pay any or all of said notes as they become due, and if suit should be instituted to foreclose said mortgage, then the mortgagee shall be entitled to the possession, rents and profits of said real estate, from the time of such default; said rents to be applied upon said mortgage debts, less costs and expenses, if any there be; and

It is further expressly agreed, that until all of said notes are paid, said mortgagor shall keep all legal taxes and charges against said premises paid as the same shall become due, and shall keep the improvements thereon insured for the benefit of the mortgagee, as its interest may appear, to the amount of not less than \$4,000.00, and failing to do so, said Mortgagee may pay said taxes or insurance, and the amount so paid, with eight percent (8%) interest thereon, shall be a part of the debt secured by this mortgage.

IN WITNESS WHEREOF, the mortgagor has caused this Indenture of Mortgage to be executed, for and in its behalf by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year herein above first written.

(COPR. SEAL)

THE GAMMA THETA CHAPTER OF DELTA TAU DELTA
By F. C. Loitnaker
Its President

ATTEST:
E. V. Wood
Its Secretary