

MORTGAGE RECORD 83

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or 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. Appraisal 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.

John F. Mee
Blanche C. Mee

STATE OF KANSAS, }
COUNTY OF Douglas } ss:

BE IT REMEMBERED, that on this 30th day of June, 1939, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared John F. Mee and Blanche C. Mee 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.

Ruth Christianson
Notary Public.

(SEAL) My Commission expires May 28th, 1941.

Recorded June 30, 1939 at 1:50 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 8073 <

Reg. No. 1934 <
Fee Paid \$47.50

MORTGAGE

THIS INDENTURE, Made this 26 day of June A.D. 1939, between THE GAMMA OMICRON, INCORPORATED, a Corporation, of Douglas County, in the State of Kansas, of the First Part, and THE AETNA BUILDING AND LOAN ASSOCIATION, a corporation, of Topeka, Shawnee County, in the State of Kansas, of the Second Part; WITNESSETH, That said Party of the First Part, in consideration of the sum of NINETEEN THOUSAND DOLLARS (\$19,000.00), the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said Party of the Second Part, its successors and assigns, all the following described Real Estate, situated in Douglas County, and State of Kansas, to-wit:

From the center of Section Thirty-six (36), Township Twelve (12), South, Range Nineteen (19) East, West 950.84 ft. and South 253 ft. to a point of beginning; thence East 268.51 ft. thence South 17 degrees 50 minutes West 206.88 ft. to a point marked with an Iron Pipe, being 745.56 ft. West of and 449.94 ft. South of the Center of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East; thence North 55 degrees, 05 minutes West 97.59 ft. thence on 130 ft. radius curve to left 83.71 ft. to point of compound curve with 300 ft. curve; thence left on this curve 51.09 ft; thence North 122 ft. to point of beginning, all in West Hills, a residence district adjoining the City of Lawrence, Kansas being situated on the East 50 Acres of the North Half of the Southwest Quarter of Section 36, Township 12 South Range 19 E.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said THE GAMMA OMICRON, INCORPORATED, a Corporation, has this day executed and delivered its certain promissory note in writing to said Party of the Second Part, of which the following is a copy:

FIRST MORTGAGE REAL ESTATE NOTE

June 26, 1939.

FOR VALUE RECEIVED We promise to pay to the order of THE AETNA BUILDING AND LOAN ASSOCIATION, a Corporation, of Topeka, Shawnee County, State of Kansas;

... NINETEEN THOUSAND and no/100 DOLLARS (\$19,000.00) ... with interest at the rate of five per cent (5%) per annum from date until paid, payable at the office of THE AETNA BUILDING AND LOAN ASSOCIATION, in the City of Topeka, Shawnee County, State of Kansas, said interest being payable December 31, 1939, June 30, 1940, September 30, 1940, and thereafter the principal and interest of said loan being payable in monthly installments of One Hundred Thirty-three dollars and Sixty Cents (\$133.60) per month, commencing with the 1st day of October, 1940, and a like amount on the first days of each month thereafter until said principal and interest have been fully paid, said monthly payments to be applied - First to the payment of interest on the unpaid principal balance, at the rate of five per cent (5%) per annum, and the balance of the monthly payment to be applied to the reduction of the principal amount.

IF BEING UNDERSTOOD AND AGREED That additional payments of principal may be made on any interest paying date.

IT IS EXPRESSLY UNDERSTOOD AND AGREED That if default be made in any one of the installments, then the whole amount of the unpaid principal shall, at the election of the legal holder hereof, without notice, at once become due and payable, and shall draw interest after such default, until paid, at the rate of eight per cent (8%) per annum.

The note is secured by a first mortgage on real estate in Douglas County, Kansas.

Attest:
W. H. Alward
Secretary.

THE GAMMA OMICRON, INCORPORATED,
By Virgil W. McKaig
President.

(Seal)

COPY

*John Douglas County, Kansas
Book 14, Page 211
Filed for Record June 30, 1939*