

MORTGAGE

THIS INDENTURE, Made this 27th day of June A.D. 1939 between Alpha Chi Omega Alumnae Association, a Corporation, of Douglas County, in the State of Kansas, of the first part and THE AETHA BUILDING AND LOAN ASSOCIATION of 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 - - Twenty-five Thousand (\$25,000.00) and no/100 DOLLARS, the receipt of which is hereby acknowledged, do 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:

Lot Five (5), Oread Heights, a subdivision of the South Two Hundred Fifty (250) feet Block Three (3), Oread Addition, an Addition to the City of Lawrence, Kansas;

This mortgage given as additional security to mortgage dated July 27, 1926, and recorded in Book 67, Page 392, at 11:50 o'clock A. M., August 7, 1926, of the records of Douglas County, Kansas;

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said first party did execute and deliver unto the second party their promissory note on July 27, 1926, said note being in the sum of \$25,000.00.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand, the day and year first above written.

Attest:

(CORP. SEAL)

ALPHA CHI OMEGA ALUMNAE ASSOCIATION
By Ina G. Bonney President

Helen Benson Hoover
Secretary.

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS

BE IT REMEMBERED, That on this 6th day of July, A.D. 1939, before me, the undersigned, a notary public in and for the County and State aforesaid, came Ina G. Bonney, President and Helen Benson Hoover, Secretary of Alpha Chi Omega Alumnae Association, a corporation duly organized, incorporated and existing under and by virtue of the Laws of the State of Kansas, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed 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 commission expires November 8, 1942.

Frank E. Banks
Notary Public.

Recorded July 6, 1939 at 2:10 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 6122 <

SECOND MORTGAGE

THIS INDENTURE, Made this 20th day of June 1939 between Joan M. Linsdale and Mary Ann R. Linsdale, his wife of Berkeley, in the State of California of the first part, and Charles M. Calhoun of Douglas County, in the State of Kansas, of the second part;

WITNESSETH, That the said part... of the first part, in consideration of the sum of Twelve Hundred and no/100 . . . DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

"Southeast Quarter of the Northeast Quarter of Section Eleven (11), Township fifteen (15), Range nineteen (19),

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Parties of the first part have this day executed and delivered a certain promissory note to said party of the second part, for the sum of Twelve Hundred and no/100 . . . DOLLARS, bearing even date herewith, payable at . . . Kansas, in equal installments, of Thirty and no/100 . . . DOLLARS each, the first installment payable on the 1st day of August 1939, the second installment on the 1st day of September 1939, and one installment on the 1st days of each month thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$1500 with interest thereon at the rate of 6 per cent. payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage

This release
was written
as the original
mortgage

entered
this 6th day
of July
1939
Harold A. Beck
Reg. of Deeds

Reg. No. 1943
Fee Paid \$3.00