

## MORTGAGE RECORD 84

FROM  
TO  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 10 day of April A. D. 19 40, at 4:59 o'clock P. M.  
By *Harold A. Beck* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 10th day of April, 1940, in the year of our Lord, one thousand nine hundred and forty between  
Zeta Theta Tau House Corporation  
of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and  
The Lawrence Building and Loan Association part Y of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of Six Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots One (1), Two (2), and Three (3) less the South Ten (10) feet of Lot Three (3)  
in Ft. Thatcher Place, in the City of Lawrence.

STATE OF KANSAS)  
DOUGLAS COUNTY, ss

Be it Remembered, That on this 10th day of April, A.D. 1940 before me, Arthur S. Peck, a Notary Public in and for said County and State, came J. O. Jones, President ZETA THETA TAU HOUSE CORPORATION to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires October 3, 1940

Arthur S. Peck  
Notary Public.

with the appurtenances and all the estate, title and interest of the said part Y of the first part therein.

And the said part Y of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y of the first part shall at all times during the life of this Indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the less, if any, made payable to the part Y of the second part to the extent of 10% interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand and no/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 10th day of April 1940, and by 153 terms made payable to the part Y of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part Y of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part Y of the first part shall fail to pay the same as provided in this Indenture.

And said conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole herein recited herein, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part Y of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part Y of the first part has set its hand and seal on the day and year last above written.

ZETA THETA TAU HOUSE CORPORATION (SEAL)

V. O. Smeltzer, Sec'y, (SEAL)

J. O. Jones, Pres. (SEAL)

(SEAL)

STATE OF Kansas )  
County of Shawnee ) ss.

BE IT REMEMBERED, That on this 10th day of April A. D. 19 40, before me, a Notary Public in the aforesaid County and State, came V. O. Smeltzer, Secretary ZETA THETA TAU HOUSE CORPORATION

(SEAL)

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 16 day of July 19 41.

Mary E. Roberts  
Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 10th day of November, 19 41

Attest: L. E. Eby  
Secretary (Corp. Seal)

By J. C. Brinkman President

Mortgagee. Owner.

This release was written on the original mortgage

19 41

December 19 41

Harold A. Beck  
Reg. of Deeds

Secretary