

## MORTGAGE RECORD 85

of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part its heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party of the first part, its heirs and assigns, and all persons claiming under it. And the said party of the first part shall and will at its own expense from the date of execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty thousand Dollars for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that \_\_\_\_\_ will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever, against the lawful claims of all persons whatsoever.

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

(CONF. SEAL)

The Chi Omega Fraternity  
Frances F. Penchard  
Vice-President  
Thelma W. Phelps  
Secretary

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 25 day of August 1939 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Frances F. Penchard, Vice-President of The Chi Omega Fraternity a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Thelma W. Phelps Secy. Secretary of said corporation, 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 affixed my material Seal the day and year last above written.

(SEAL) My commission expires June 22, 1941

G.D. Lile  
Notary Public

Recorded September 2, 1939 at 1:30 P.M.

*Harold A. Bick*

Register of Deeds

Receiving No. 8500 <

Reg. No. 2321 <  
Fee Paid \$6.75

MORTGAGE

THIS INSTRUMENT, made this 31st day of August, 1939, by and between Max F. Wilhelm and Dora Robb Wilhelm, his wife of Douglas County, 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 Five Hundred and 00/100 Dollars (\$3,500.00), 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:

The South One-half of Lots No. Twenty-two (22) and Twenty-four (24) and the South Half of the East Half of Lot No. Twenty-six (26) on Finckney (now 6th) 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 whatsoever.

This mortgage is given to secure the payment of the principal sum of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00), 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 four & one-half per centum (4½) 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-two and 10/100 Dollars (\$22.10) commencing on the first day of November, 1939, and on the first day of each month thereafter, until the