

MORTGAGE RECORD 85

that case, the whole 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/or 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 a 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 successors 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 successors 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 the 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 Two Thousand and no/100 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 it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors 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.

(CORP. SEAL)

Presented and delivered in presence of

WITNESSES:

Genevieve Haskins Williams

Genevieve Haskins Williams, Secretary.

Phi Mu Fraternity, a

Kansas corporation,

By Miriam Haskins Warner

Miriam Haskins Warner, President.

and by

Miriam Haskins Warner

Miriam Haskins Warner

Genevieve Haskins Williams

Genevieve Haskins Williams

Lavera Wedd Riley

Lavera Wedd Riley

Lucille Kramer Daugherty

Lucille Kramer Daugherty

Mildred Noeland Brown

Mildred Noeland Brown

constituting the duly authorized and acting Board of Trustees of the Phi Mu Fraternity, a Kansas corporation.

STATE OF KANSAS,

COUNTY OF WYANDOTTE, ss.

BE IT REMEMBERED, That on this 30th day of August, 1939, before me, the undersigned, a notary public in and for the county and state aforesaid, came Miriam Haskins Warner, president of Phi Mu Fraternity, a Kansas corporation, and Genevieve Haskins Williams, secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing as president and secretary, respectively, and said Miriam Haskins Warner, as president of said corporation duly acknowledged the execution of the same as president of said corporation and acknowledged the same to be the act of the corporation and Genevieve Haskins Williams, secretary of the said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf of said corporation and that she affixed thereto the common seal of said corporation.

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

(SEAL) My commission expires Sept 5th, 1939.

James D. Howell

Notary Public

STATE OF KANSAS,

COUNTY OF WYANDOTTE, ss.

BE IT REMEMBERED, That on this 30th day of August, 1939, before me, the undersigned, a notary public in and for the county and state aforesaid, came Miriam Haskins Warner, Genevieve Haskins Williams, and Lavera Wedd Riley, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage as duly authorized and acting trustees of the Phi Mu Fraternity of Baldwin, Kansas, a Kansas corporation, and duly acknowledged the execution of the same to be their voluntary act and deed and the voluntary act and deed of said corporation.

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

(SEAL) My commission expires Sept 5th, 1939.

James L. Howell

Notary Public

STATE OF KANSAS,

COUNTY OF DUNCAN, ss.

BE IT REMEMBERED, That on this 7 day of Sept, 1939, before me, the undersigned, a notary public in and for the county and state aforesaid, came Lucille Kramer Daugherty, who is personally known to me to be the identical person described in and who executed the foregoing mortgage as a duly authorized and acting trustee of the Phi Mu Fraternity of Baldwin, Kansas, a Kansas corporation, as one of its Board of Trustees, and duly acknowledged the execution of the same to be her voluntary act and deed and the voluntary act and deed of said corporation.

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

(SEAL) My commission expires May 15 - 1943.

W. M. Clark

Notary Public

SATISFACTION OF MORTGAGE

Phi Mu Fraternity, a Georgia Corporation. The mortgage within named does hereby certify that the within mortgage is fully paid, satisfied and discharged, and authorized. The Register of Deeds of Douglas County, Kansas, is abating the same of record.

Dated at May 19, 1935

(Caption) In presence of

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public