

## MORTGAGE RECORD 85

Beginning at a point on the west line of Tennessee Street in the City of Lawrence, State of Kansas, 8 feet north of the north line of Section 6, Township 13, South of Range 20 East, thence North 170 feet, thence west 100 feet, thence South 170 feet, thence East 160 feet to the place of beginning, and being in the Southwest Quarter of Section 31, Township 12, Range 20, in the City of Lawrence, in Douglas County, Kansas,

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, the said party of the first part, has this day made, executed and delivered to the said party of the second part a promissory note of even date herewith, by which it promises to pay to the said Charles W. Hess, Jr., or order, for value received, \$6,200.00, payable as follows:

\$500.00 on November 25, 1940  
300.00 on November 25, 1941  
300.00 on November 25, 1942  
\$300.00 on November 25, 1943  
300.00 on November 25, 1944

and the balance of \$4700.00 on the 25th day of November, 1945, with interest from date to maturity at the rate of four per cent per annum, payable semi-annually on the 25th days of November and May of each year, as evidenced by promissory note above mentioned, both principal and interest to be payable at Farmers Gate City National Bank, Kansas City, Missouri, and bear interest from maturity until paid at the rate of six per cent per annum, privilege being given to the maker to pay as much as \$1,000.00 a year on the principal of said note.

NOW, If the said ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sums of money, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, or assigns, 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 upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the said party of the second part, his 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, and all costs and expenses of enforcing the same, as provided by law, 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 said party of the first part, its successors and assigns, and all persons claiming under it, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. 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 at least \$6,500.00, for the benefit of said party of the second part, or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his 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 at his option pay any taxes or statutory liens against said property, all of which sums with six per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said party of the first part hereby covenants and agrees that at the delivery hereof said ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, 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, his heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

Attest: (CORP. SEAL)

Clyde Nichols Jr., Secretary

of ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION.

ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION  
By Robert C Rankin President.

## KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF Kansas )  
COUNTY OF Douglas )SS

BE IT REMEMBERED, That on this 25 day of November A.D., 1939, before me, the undersigned, a notary public in and for the County and State aforesaid, came Robert C Rankin President of ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Clyde Nichols Jr, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

(SEAL) My commission expires: Jan 25/1942

Geo W Kuhno  
Notary Public

Recorded November 29, 1939 at 3:10 P.M.

Register of Deeds