

MORTGAGE RECORD 85

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed this twenty-ninth day of August, 1940.

Attest

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE

E B Martin
Ass't Cashier

Lawrence, Kansas
By George Docking Vice President

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss

On this twenty-ninth day of August, 1940, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared George Docking, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Rose Gleason

Notary Public

(SEAL) My Commission Expires April 17, 1943

Recorded August 29, 1940 at 2:05 P.M.

Ward Beck

Register of Deeds

Receiving No. 10702 <

MORTGAGE

Reg. No. 2403 <
Fee Paid \$76.00

THIS MORTGAGE, Made this Tenth day of August in the year of Our Lord One Thousand Nine Hundred Forty by and between THE BUILDING CORPORATION OF KANSAS GAMMA MU CHAPTER OF ALPHA TAU OMEGA FRATERNITY of the County of Douglas and State of Kansas party of the first part, and J. C. NICHOLS AND HERBERT V. JONES, UNIVERSITY TRUSTEES UNDER THE WILL OF WILLIAM ROCKHILL NELSON, DECEASED parties of the second part, WITNESSETH: THAT SAID PARTY OF THE FIRST PART, for and in consideration of the sum of THIRTY THOUSAND AND NO/100 DOLLARS, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, and to their successors and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 15 feet South of the Northeast corner of Lot 7 in Block 5 of Babcock's Addition to the City of Lawrence, thence West 190 feet, thence South 110 feet, thence East 190 feet, thence North 110 feet to the place of beginning, being parts of Lots 6 and 7 in Block 5 in Babcock's Addition to the City of Lawrence.

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

WHEREAS, THE BUILDING CORPORATION OF KANSAS GAMMA MU CHAPTER OF ALPHA TAU OMEGA FRATERNITY the said party of the first part has this day made, executed and delivered to the said parties of the second part its Promissory Note of even date herewith, in words and figures substantially as follows, viz:

\$50,000.00

Kansas City, Missouri
August 10, 1940

NOTE

For Value Received, the undersigned promises to pay to the order of J. C. Nichols and Herbert V. Jones, University Trustees under the Will of William Rockhill Nelson, deceased, the sum of Thirty Thousand and No/100 Dollars (\$30,000.00), with interest from date hereof at the rate of Five and one-half per cent per annum at the office of the Shryock Realty Company, Kansas, City, Missouri, its successors or assigns in monthly installments payable \$326.80 on the first day of November, 1940, and \$326.80 on the first day of each succeeding month thereafter (excepting the months of July, August and September in each year) up to and including October 1, 1950, and the balance of the unpaid principal on November 1, 1950. Each installment shall be first applied in the payment of the interest and then on the unpaid balance of the principal sum.

If default is made in the payment of any installment when due, then all remaining installments shall, at the option of the legal holder or holders hereof, become at once due and payable without notice. This note, and all installments of principal and interest shall bear interest after maturity whether in course or by acceleration of maturity as above provided at the rate of Eight per cent per annum until paid. This note is secured by a mortgage which is a first lien on the real estate situated in the county of Douglas, state of Kansas.

Privilege is given to pay One Thousand and no/100 Dollars (\$1,000.00) or any multiple thereof of the principal on any monthly paying date after October 1, 1945, but any amount so paid in advance of any matured installment shall be applied as payment on the principal of this note; interest to cease on the principal payments so made, provided such total payments on the principal do not exceed Twenty per cent of the original principal amount during any one year; provided, however, that written notice of an intention to exercise such privilege is given at least thirty days prior to prepayment. Interest shall be charged on the principal sum, or any part of it, only from the date such sum, or part thereof, is actually advanced.

(CORP. SEAL)

THE BUILDING CORPORATION OF KANSAS GAMMA MU CHAPTER

OF ALPHA TAU OMEGA FRATERNITY

By Clifford L. Gilles M.D.

President.

ATTEST:

M C Duffie
Secretary.

NOW, If the said THE BUILDING CORPORATION OF KANSAS GAMMA MU CHAPTER OF ALPHA TAU OMEGA FRATERNITY shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, 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 sum and interest shall, at the option of said parties 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 parties of the second part, their 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, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises.

30,000.00
Received of the Building Corporation of Kansas Gamma Mu Chapter of Alpha Tau Omega Fraternity the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) for the purpose of securing the within Mortgage.
By Ward Beck, Register of Deeds.
Witness my hand and seal this 29th day of August, 1940.
Ward Beck
Register of Deeds
Deputy