

MORTGAGE RECORD 85

Receiving No. 12234

MORTGAGE

Rep. No. 2708-
Fee Paid \$32.50

THIS INSTRUMENT, made this first day of July, in the year of our Lord, one thousand nine hundred and forty-one between The K. U. Housing Corporation of Delta Gamma Alumnae, Inc. of Lawrence in the County of Douglas and State of Kansas party of the first part, and The Lawrence Building and Loan Association, a corporation, party of the second part.

Witnesseth, that the said party of the first part in consideration of the sum of Thirteen thousand and no/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this instrument does GRANT, BARGAIN, SELL, and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 600.84 feet West of the Center of Section 36, Township 12, Range 19, Douglas County, Kansas, thence West 350 feet; thence South 131 feet; thence East 308.1 feet; thence North 17 degrees, 46 minutes east 137 feet and nine inches to place of beginning; also begin at a point 950.84 feet West of the center of Section 36, Township 12, Range 19; thence South 131 feet to an iron pin; thence West 25 feet to an iron pin; thence North 131 feet; thence east to place of beginning, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. 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 inalienable estate of inheritance therein, free and clear of all incumbrances, 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 party of the first part shall at all times during the life of this instrument, pay all taxes and 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party 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 instrument, and shall bear interest at the rate of 10% from the date of payment until fully paid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirteen thousand and no/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of July 1941, and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this instrument.

And this conveyance shall be void if such payments be made as herein specified, and the obligations contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, 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 sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this instrument 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 party of the second part its successors or assigns 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the first party.

It is agreed by the parties hereto that the terms and provision of this instrument 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 party of the first part has caused this instrument to be signed by its proper officers, duly authorized so to do.

Attest:

Jeanne Strong
SecretaryTHE K. U. HOUSING CORPORATION OF DELTA GAMMA ALUMNAE, INC.
By Virginia Brand
PresidentSTATE OF KANSAS)
DOUGLAS COUNTY) SS:

BE IT REMEMBERED, That on this 1st day of July, 1941, before me, the undersigned, a notary public in and for said County and State, came Virginia Brand, President of The K. U. Housing Corporation of Delta Gamma Alumnae, Inc., who is personally known by me to be the same person who executed the within instrument of writing as president of said corporation and such person duly acknowledged the execution of the same as president of the said corporation and acknowledged the same to be the act 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 Comm. expires: July 25, 1943.

John W. Brand
Notary Public

Subscribed and sworn to before me this 1st day of July, 1941

STATE OF COLORADO)
DENVER COUNTY) SS:

BE IT REMEMBERED, That on the 3 day of July, 1941, before me, the undersigned, a notary public in and for said County and State, came Jeanne Strong, Secretary of The K. U. Housing Corporation of Delta Gamma Alumnae, Inc., who is personally known to me to be the same person who executed the within instrument of writing as secretary of said corporation and acknowledged the same to be the act of the corporation and said Jeanne Strong, secretary of said corporation, duly executed 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 June 23, 1945

Opal D. Cronberg
Notary Public

Subscribed and sworn to before me this 3 day of July.

Recorded July 9, 1941 at 10:25 A.M.

W. Harold A. Beck
Register of Deeds

This release was written on the original mortgage entered this 10 day of July 1941
W. Harold A. Beck
Reg. of Deeds

I, the undersigned, survey of the within instrument of the party of the first part, and certify that the same is a mortgage. Witness my hand and the seal of my office this 10 day of July 1941.
 Attest: R. S. Day
 The Lawrence Building and Loan Association
 Secretary (Copy Seal)