

## MORTGAGE RECORD 85

Reg. No. 2710  
Fee Paid \$42.25

Receiving No. 12238

REAL ESTATE MORTGAGE

THIS INSTRUMENT, Made this 30th day of June, 1941, between The K. U. Housing Corporation of Delta Gamma Alumnae, a Kansas corporation duly organized and existing under and by virtue of the laws of the State of Kansas, whose registered office and principal place of business is located at Lawrence, Douglas County, Kansas, of the first part, and The Delta Gamma Fraternity, an unincorporated association, of the second part.

WITNESSETH, That first party, in consideration of the sum of Sixteen Thousand Eight Hundred Sixty (\$16,860.00) Dollars, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to second party, or its assigns, forever, all that tract or parcel of land situated in Douglas County, Kansas, described as follows, to-wit:

Beginning at a point 600.84 feet West of the Center of Section 36; Township 12, Range 18, 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 18; 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 all the appurtenances and all the estate, title and interest of said first party therein, and first party 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 except one certain first mortgage duly executed to The Lawrence Building & Loan Association of Lawrence, Kansas, in the principal sum of Thirteen Thousand (\$13,000.00) Dollars.

This grant is intended as a mortgage to secure the payment of the sum of Sixteen Thousand Eight Hundred Sixty (\$16,860.00) Dollars according to the terms of one certain mortgage note this day executed and delivered by the said corporation to second party, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, or its assigns, at any time thereafter, to sell the premises herein granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale and the surplus, if any there be, shall be paid by the party making such sale, on demand, to said corporation or its assigns.

IN WITNESS WHEREOF, The said corporation by its duly authorized officers has hereunto executed this instrument the day and year first above written.

THE K. U. HOUSING CORPORATION OF  
DELTA GAMMA ALUMNAE, INC.

By: Virginia Brand  
President  
ATTEST: Jeanne Strong  
Secretary

STATE OF KANSAS, ) ss:  
DOUGLAS COUNTY, )

BE IT REMEMBERED, That on this 30th day of June, 1941, before me, the undersigned, a notary public in and for the county and state aforesaid, came Virginia Brand, president of The K. U. Housing Corporation of Delta Gamma Alumnae, a corporation, and Jeanne Strong, secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as president and secretary respectively, and the said Virginia Brand, 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 Jeanne Strong, secretary of the said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf 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.

John W. Brand

Notary Public

(SEAL) My commission expires July 25, 1945

Recorded July 9, 1941 at 4:45 P.M.

Register of Deeds

Reg. No. 2711  
Fee paid \$1.50

Receiving No. 12240

REAL ESTATE MORTGAGE

THIS INSTRUMENT, Made this 5th day of July, in the year of our Lord one thousand nine hundred forty-one, between Charles Memphis, a single man in the County of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka, Shawnee County, Kansas, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of SIX HUNDRED and 00/100 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by the presents, does grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at the North line of the Southeast Quarter of Section 6, Township 13, Range 20 at a point which is 877 feet east of the northwest corner of said quarter section; thence South 345 feet parallel with Leonard Avenue; thence East 75 feet; thence North 345 feet to the North line of said quarter section; thence West 75 feet to place of beginning, containing .64 acres more or less, otherwise known as Tract "B" of survey No. 687, which is on file in the office of the Register of Deeds of 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 he 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 he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of SIX HUNDRED and 00/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said party of the first part to the said party of the second part; said note being given for the sum of SIX HUNDRED and 00/100 DOLLARS, dated July 5, 1941, due and payable according to the terms thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.