

DOUGLAS COUNTY

STATE OF COLORADO, County of Denver, SS.

Be it remembered, that on this 17th day of July A.D., 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came VERYL SHEPPARD, and GRACE H. SHEPPARD, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

(SEAL) Term expires March 28, 1943

Carrie E. Heckendorf
Notary Public, Denver County, Colorado

Recorded October 24, 1942, at 9:40 A.M.

Norald A. Beck Register of Deeds

Receiving No. 16089

Reg. No. 3229
Fee paid \$20.00

MORTGAGE

THIS MORTGAGE, Made this 12th day of October in the year of Our Lord One Thousand Nine Hundred forty-two by and between Kansas Chapter of Triangle, a Kansas Corporation, of the County of Douglas and State of Kansas, party of the first part, and J. C. Nichols, Herbert V. Jones and Robert B. Caldwell, 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 Eight Thousand and No/100 DOLLARS, to it and inhand 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 do 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:

The North 9/20 of Lot 10, Block 2, less the East 3 feet thereof; the South 1/2 of Lot 11, Block 2, less the East 3 feet thereof, and all that part of Lot 11, Block 2, described as follows, to-wit:

Beginning at a point on the West line of said Lot 11 that is 26 feet South of the Northwest corner of said lot; thence East 117 feet; thence South 24 feet; thence West 117 feet; thence North 24 feet, to the place of beginning, all in OREAD ADDITION, to the City of Lawrence, Douglas County, Kansas.

This instrument is made subject to and conveys all interest of grantors in, and to the driveway agreement recorded in Book 131 at page 577.

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 successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Kansas Chapter of Triangle, a Kansas Corporation, 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, to-wit:

\$8,000.00

October 12, 1942

For value received, the undersigned promises to pay to J. C. Nichols, Herbert V. Jones and Robert B. Caldwell, University Trustees under the will of William Rockhill Nelson, deceased, or order, the sum of Eight Thousand and No/100 Dollars, (\$8,000.00), with interest from this date at the rate of 5% per annum, at Kansas City, Missouri, in monthly installments payable as follows, to-wit:

\$200.00 on the first day of November, 1942 and \$200.00 on the first day of each succeeding month thereafter, except August, September and July, until the whole sum named is fully paid, provided, however that the final payment of principal and interest if not sooner paid, shall be due and payable on November 1, 1952.

Each installment shall be first applied in payment of the interest, then to taxes and insurance premiums and the balance to be applied on the principal.

If default is made in the payment of any installment of principal or interest when the same becomes due, then the entire principal balance of this note, together with all interest accrued thereon shall, at the option of the holder hereof, become and be immediately due and payable. 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 8% per annum until paid.

KANSAS CHAPTER OF TRIANGLE
BY:

Louis M. Farber
President

ATTEST:

Charles E. Defabaugh

Secretary

This mortgage is given to secure balance of purchase price on said lands, and the mortgagee or assigns before sale hereunder and the purchaser at sale hereunder shall be subrogated to the lien of any prior encumbrance or vendor's lien - - - - - on said premises paid out of the money secured by this mortgage.

NOW, If the said party of the first part, 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 sum 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, 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 all right of redemption is hereby waived, and a deed shall be issued to the purchaser on approval of sale by the Court. 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 Eight Thousand and No/100 Dollars, for the benefit of the said parties of the second part or their assigns; and in default thereof said parties of the second part may at their option effect such insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien

Receipt

December 9, 1942
Received of Kansas Chapter of Triangle, a Kansas Corporation, the sum of Eight Thousand and No/100 Dollars, (\$8,000.00), with interest from this date at the rate of 5% per annum, at Kansas City, Missouri, in monthly installments payable as follows, to-wit: \$200.00 on the first day of November, 1942 and \$200.00 on the first day of each succeeding month thereafter, except August, September and July, until the whole sum named is fully paid, provided, however that the final payment of principal and interest if not sooner paid, shall be due and payable on November 1, 1952. 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 8% per annum until paid.

This release
was written
on the original
mortgage
entered
this 4th day
of March
1943
Norald A. Beck
Reg. of Deeds
Deputy