

## MORTGAGE RECORD 88

this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty One Thousand One Hundred Dollars, according to the terms of a certain written obligation for the payment of said sum of money, executed on the first day of May, 1943, which said note, omitting signatures, is in words, figures, and symbols, as follows; to-wit:

## NOTE

"21,100.00

May 1, 1943

FOR VALUE RECEIVED, The Kappa Alpha Theta Building Association, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, hereby promises to pay to Kappa Alpha Theta Fraternity, the sum of Twenty-one Thousand One Hundred (\$21,100.00) Dollars, with interest thereon at the rate of five per cent (5%) per annum, payable semiannually on May 1st and November 1st.

Said principal sum shall be payable as follows:

\$500.00 on November 1, 1943;  
\$500.00 on November 1, 1944;  
\$500.00 on November 1, 1945;  
\$500.00 on November 1, 1946;  
\$500.00 on November 1, 1947;  
\$500.00 on November 1, 1948;  
\$500.00 on November 1, 1949;  
\$500.00 on November 1, 1950;  
\$500.00 on November 1, 1951;

and the balance of \$16,600.00 on November 1, 1952.

The maker shall have the privilege of making additional principal payments in the sum of One Hundred (\$100.00) Dollars, or any multiple thereof, on any interest payment dates. Interest to cease on principal amount as paid. All payments of interest and principal to be made at the office of Kappa Alpha Theta Fraternity in Chicago, Illinois.

If any installment of principal or interest remain unpaid when due it is agreed that the holder hereof may declare the entire balance due and payable, and may collect the same with a reasonable attorney fee.

This note is secured by a second mortgage of even date on the property described as follows:

All of Lots 1, 2, 11 and 12, also the East 1/2 of vacated Ohio Street lying West of Lots 1 and 2 being a strip 40 feet wide East and West and 190 feet North and South; also the South 1/2 of vacated street 40 feet wide along the North sides of Lots 1 and 12, all in Block 5, in Babcock's Addition to the City of Lawrence, in Douglas County, Kansas.

This mortgage and note are subject to a first mortgage in the original principal amount of \$35,000.00 dated July 27, 1937, in favor of J. C. Nichols and Herbert V. Jones, University trustees, under the last will of William Rockhill Nelson, deceased.

IN WITNESS WHEREOF, said The Kappa Alpha Theta Building Association, has caused this note to be signed in its name by its President, and its corporation seal to be hereto affixed by its Secretary, this first day of May, A.D., 1943."

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 said 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 indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation 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 indenture 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 overplus, 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 indenture 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.

(CORP. SEAL)

THE KAPPA ALPHA THETA BUILDING  
ASSOCIATION, a Corporation,  
By: Jeannette W Woodruff President  
Attest: Geraldine R Armel Secretary.

STATE OF KANSAS )  
DOUGLAS COUNTY ) SS.

BE REMEMBERED, That on this 21st day of April, 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jeannette W. Woodruff, President of The Kappa Alpha Theta Building Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas; and Geraldine R. Armel, 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.

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: October 17, 1946.

Edna Beal  
Notary Public

Recorded April 22, 1943 at 4:45 P.M.

Harold T. Beck Register of Deeds