

MORTGAGE RECORD 89

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

E.B. Martin
Notary Public

(SEAL) My commission expires September 17, 1949.

Recorded December 29, 1945 at 9:15 A.M.

Harold A. Beck Register of Deeds

Receiving No. 26076

MORTGAGE

Reg. No. 4538
Fee paid .75

This Indenture, Made this 9th day of Nov. 1945 between Ruby B. T. Brown & George Brown her husband of Douglas County, in the State of Kansas of the first part, and Martin E. Kelly of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said part of the first part, in consideration of the sum of Three Hundred Fifty Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots 19 and 21 on Ohio Street in the city of Lawrence,

To Have and to Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appurtenant forever:

Provided Always, And these presents are upon this express condition, that whereas said Ruby B.T. Brown and George Brown (her husband) have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Three hundred Fifty dollars (\$350.00) Dollars, bearing even date herewith, payable at Lawrence, Kansas to Martin E. Kelly Kansas, last payment due on or before the 9th of June 1946.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$ with interest thereon as the rate of 6% per cent, payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the parties of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except one first mortgage of \$2500.00 and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Ruby B.T. Brown
George Richard Brown

STATE OF KANSAS)
DOUGLAS COUNTY)ss.

Be it Remembered, That on this 19th day of November A.D. 1945 before me, Frank Fox, a Notary Public in and for said County and State, came Ruby B.T. Brown and George Richard Brown her husband to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires July 7, 1948.

Frank Fox
Notary Public

Recorded December 31 1945 at 8:40 A.M.

Harold A. Beck Register of Deeds

Receiving No. 26079

WAIVER OF PRIORITY OF LIEN

Whereas, the undersigned, John M. Roberts or his successor as Grand Treasurer of and Trustee for Sigma Nu Fraternity is the mortgagee in two certain mortgages, one for \$12,000.00 recorded in Book 77, Page 600 in the records of the office of the Register of Deeds of Douglas County, Kansas, and one for \$3,500.00 recorded in Book 83, Page 177, of said records and The Prudential Investment Company, Trustee, is the mortgagee in a mortgage for \$12,000.00 recorded in Book 85, Page 301, of said records all of said mortgages covering the same property the mortgage of The Prudential Investment Company being a first lien on the real estate and it is the desire of the mortgagor, the Nu Chapter of Sigma Nu Fraternity, to consummate a new mortgage for \$12,000.00 dated November 13, 1945, with The Prudential Investment Company, Trustee, to take up the balance on the above described mortgage to The Prudential Investment Company and for additional cash.

Now, therefore, in consideration of The Prudential Investment Company, Trustee, accepting said mortgage of November 13, 1945, for \$12,000.00 and releasing its mortgage recorded in Book 85, Page 301, of said records the undersigned, John M. Roberts or his successor as Grand Treasurer of and Trustee for Sigma Nu Fraternity, the mortgagee in the mortgages hereinto described, recorded in Book 77, Page 600, and Book 83, Page 177, of said records hereby expressly waives any priority of lien or claim therefor as against the said mortgage to The Prudential Investment Company, Trustee, dated November 13, 1945 for \$12,000.00 and expressly consents that said mortgage shall be and remain a first and prior lien on the real estate therein described to the mortgages now held by the undersigned.

Executed this 13 day of December 1945.

John M. Roberts
The Grand Treasurer of and Trustee for Sigma Nu Fraternity

Recorded - June 6 - 1946
As witness my hand this 6th day of June 1946
Attest
Harold A. Beck
Register of Deeds