

MORTGAGE RECORD 89

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their 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, then the whole of said sum and sums and interest thereon shall, by these presents, become due and payable, and the parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Floyd N. Roberts
Wilma L. Roberts

STATE OF KANSAS, Shawnee COUNTY, ss.
BE IT REMEMBERED, That on this 27th day of July A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Floyd N. Roberts and Wilma L. Roberts, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.
(SEAL) Term expires May 6, 1949 F. M. Wilson Notary Public

Recorded Aug. 1, 1946 at 8:54 A. M. Harold A. Beck Register of Deeds.

Receiving No. 29184 ***** MORTGAGE Reg. No. 5075
Fee Paid \$12.50

THIS INDENTURE, made this 1st day of August, 1946 by and between Alumni Board of Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Incorporated of Douglas County, Kansas as mortgagors, and The Ottawa Building and Loan Association, a corporation organized and existing under, the laws of Kansas with its principal office and place of business at Ottawa, Kansas, as mortgagee;

WITNESSETH: That said mortgagors, for and in consideration of the sum of Five thousand and No/100 DOLLARS (\$5000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever at the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot six (6), Wilders Addition to the City of Lawrence Douglas County, Kansas

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever and warrant the title to the same, Said mortgagor hereby covenants with said mortgagee that it is, at the delivery hereof, the lawful owner of the premises above conveyed and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that it will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Five thousand and No/100 ---Dollars (\$5000.00) with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorizes said mortgagee or its agent at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has hereunto set its hand the day and year first above written.
(CORP SEAL) Alumni Board of Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity
Lester B. Hapelman President
Julia F. Grogan Ass't Secretary

STATE OF Kansas, Douglas COUNTY, ss.
Be It Remembered, That on this 1st day of August 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid came Lester B. Hapelman President of Alumni Board of Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Incorporated, duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Julia F. Grogan Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year last above written.
(SEAL) Term expires Feb. 7, 1948 E. T. Gallagher Notary Public

Recorded Aug. 1, 1946 at 1:45 P. M. Harold A. Beck Register of Deeds.

The above described property is owned by the Sigma Phi Epsilon Fraternity, Incorporated of Douglas County, Kansas. The Ottawa Building and Loan Association is the mortgagee of the above described property. The above described property is located in the City of Lawrence, Douglas County, Kansas. The above described property is owned by the Sigma Phi Epsilon Fraternity, Incorporated of Douglas County, Kansas. The Ottawa Building and Loan Association is the mortgagee of the above described property.

This release was written on the original mortgage entered this 7 day of July 1946 P. M. Harold A. Beck Register of Deeds Deputy