

MORTGAGE

This Indenture, made this 13th day of August, 1946, by and between The Kansas Alpha Alumni Corporation, Incorporation of Douglas County, Kansas, as mortgagor, 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 mortgagor, for and in consideration of the sum of Five Thousand and no/100 Dollars \$5,000.00, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lots Nos. Ninety-Eight (98), Ninety Nine (99) and One Hundred (100) on Dearborn Street, in Baldwin City, 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 thereon. 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 authorize 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 tenantable 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. Appraisement 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.
R. J. Southall (CORPORATE SEAL) The Kansas Alpha Alumni Corporation, Incorporated
Secretary by Thomas H. Neal President

STATE OF MISSOURI,
JACKSON COUNTY, SS:

Be it remembered, that on this 13th day of August A. D. 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas H. Neal President of The Kansas Alpha Alumni Corporation, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and R. J. Southall 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 Notarial Seal the day and year last above written.

My term expires Feb. 9th, 1946

R. C. Southall Notary Public

Recorded on August 21, 1946 at 1:00 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 29530

MORTGAGE

Reg. No. 5084
Fee Paid \$5.50

THIS INDENTURE, made this 22nd day of July, 1946, by and between Eugenia U. Howe and Edwin W. Howe, also known as Edwin H. Howe, her husband of Franklin 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 Twenty two hundred and No/100 Dollars (\$2200.00) the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot 16 in block 7 in South Lawrence, an addition to the city of Lawrence, Douglas County, Kansas

13. 11. 46 received by this mortgagee from said mortgagor the sum of Five Thousand and no/100 Dollars (\$5,000.00) the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

This release was written on the original mortgage entered this 21st day of August 1946

Harold A. Beck
Reg. of Deeds
Deputy