

40180 BOOK 97

This Mortgage, made the 3rd day of March, A. D. 1950,

Between Alpha Phi Society of Lawrence, Kansas, a Kansas Corporation

of the City of Lawrence

in the County of Douglas, and State of Kansas,

party of the first part, and The Davis-Wellcome Mortgage Company, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, Kansas, party of the second part.

Witnesseth: That whereas the said party of the first part is justly indebted to

THE DAVIS-WELLCOME MORTGAGE COMPANY for money borrowed in the sum of

TEN THOUSAND and no/100ths - - - - - DOLLARS,

to secure the payment of which it has executed one promissory note, of even date herewith, for the principal sum of TEN THOUSAND and no/100ths - - - - -

DOLLARS,

with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of

which the said party of the first part agrees to pay to The Davis - Wellcome Mortgage Company, or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the first day of April, 1950, and on the first day of each month thereafter the sum of Seventy-six and 50/100ths - - - - - Dollars and

the balance of said principal sum due and payable on the first day of March

1955. The aforesaid monthly payments of Seventy-six and 50/100ths - - - - -

Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

TEN THOUSAND and no/100ths - - - - - Dollars,

or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE DAVIS - WELLCOME - MORTGAGE - COMPANY

at its office in the city of Topeka, Kansas, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands

and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

Lot Two Hundred Fifty-four (254) on Louisiana Street in the City of Lawrence, Kansas, according to the recorded plat thereof.