

This Indenture, Made this 28th day of July 1952

between The Sigma Alpha Epsilon Fraternal Association, a Kansas Corporation, of Douglas County, in the State of Kansas of the first part, and Frank K. Houston, Charles M. Carpenter, Halford J. Pope, J. Howard Carlson and Charles P. Wood and their successors or survivors, as the Board of Trustees of Sigma Alpha Epsilon of the Borough of Manhattan, City, County and State of New York, County of the City of New York of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) - - - - - DOLLARS,

the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

All of Lots 1, 2, 3, 18, 19 and 20, and the North 22 1/2 feet of Lots 4 and 17, UNIVERSITY HEIGHTS, an addition to the City of Lawrence, in Douglas County, Kansas.

Subject to any and all reservations, restrictions, covenants and easements of record.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said The Sigma Alpha Epsilon Fraternal Association, a Kansas Corporation, has this day executed and delivered

one certain promissory note to said party of the second part, for the sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) - - - - - DOLLARS

its office in the Borough of Manhattan, City, County and State of New York, in accordance with its terms and provisions,

until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$65,000.00 with interest thereon at the rate of 4 1/2 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 its assigns or the legal holder of this mortgage and the note secured hereby, may at their 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 said 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 party 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.

Appraisal waived at option of mortgagee. Now if said Sigma Alpha Epsilon Fraternal Association, a Kansas Corporation, shall pay or cause to be paid to said party of the second part, its successors 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 party of the first part, for itself and its successors or assigns do hereby covenant to and with the said party of the second part, its successors and assigns, that it is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except one first mortgage in favor of Robert B. Caldwell, Milton McGreevy and David T. Beals, University Trustees under the Will of William Rockhill Nelson, deceased, in the sum of \$65,000.00, dated July 15, 1952.

and that it will, and its successors or assigns shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

Whereof, The said party of the first part has hereunto set its hand, the day and

Signature of Frank K. Houston, Charles M. Carpenter, Halford J. Pope, J. Howard Carlson and Charles P. Wood, Board of Trustees of Sigma Alpha Epsilon of the Borough of Manhattan, City, County and State of New York.

THE SIGMA ALPHA EPSILON FRATERNAL ASSOCIATION BY Harold B. Hutchings Vice President