

47440 BOOK 102

M O R T G A G E

THIS INDENTURE, Made this 2nd day of September, in the year of our Lord one thousand nine hundred and fifty-two, between Gamma Omicron, Incorporated, a corporation organized under the laws of the State of Kansas, of Lawrence, in the County of Douglas and State of Kansas, party of the first part, and Board of Trustees of the Kappa Sigma Endowment Fund as Trustees of the Caduceus Fund of Kappa Sigma Fraternity under Section One of Article 8 of the Bylaws of Kappa Sigma Fraternity, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of Twenty-five Thousand and no/100 - - - - - Dollars, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in

the County of Douglas and State of Kansas, to-wit: From center of Section 36, Township 12, Range 19 E. of 6th P.M., West 950.84 feet and South 253 feet to a point of beginning; thence East 268.61 feet; thence South 17° 50' West 206.88 feet to point marked with an iron pipe being 745.56 feet West of and 449.94 feet South of center of said Section 36; thence North 55° 05' West 97.59 feet; thence on 130 foot radius curve to left 83.71 feet to a point of compound curve with 300 foot curve; thence left on this curve 51.09 feet; thence North 122 feet to point of beginning, all in West Hills District, City of Lawrence, with the appurtenances and all the estate, title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-five Thousand and no/100 - - - - - Dollars, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 2nd day of September 1952, and by its terms made payable to the party of the second part, with all interest accruing thereon