

Reg. No. 9686
Fee Paid \$150.00

MORTGAGE

50173 BOOK 105

THIS MORTGAGE, made this 24th day of August, 1953, by and between

THE ASSOCIATION OF SIGMA OF GAMMA PHI BETA, a Kansas corporation

and

Mortgagor,

ROBERT B. CALDWELL, MILTON MOOREEY and DAVID T. BEALS, University Trustees under the Will of William Rockhill Nelson, deceased

Mortgagee.

WITNESSETH: That

WHEREAS, Mortgagor, for and in consideration of the sum of - - - - - SIXTY THOUSAND AND NO/100 (\$60,000.00) - - - - - DOLLARS to him in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage and warrant unto said Mortgagee and to his heirs and assigns forever, all of the following described real estate situated in the County of Douglas, State of Kansas, to wit:

Lots 7, 11, 15, and the South 50 feet of Lot 6, and the vacated 20 feet West of and adjoining Lots 11 and 15, all in UNIVERSITY HEIGHTS, an addition to the City of Lawrence, Kansas, located in the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, of Section 36, Township 12, Range 19, all in Douglas County, Kansas.

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

Together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, including fixtures of whatever kind and nature, screens, shades, curtain rods, awnings and storm sash, and all other articles now provided for tenant use, and all right, title and interest of Mortgagor in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described premises, including all easements, licenses and rights-of-way thereunto attached or belonging and also all the right, title and interest of Mortgagor in and to all strips and gores of land adjacent to said premises.

TO HAVE AND TO HOLD THE SAME, with all the easements, rights, privileges and appurtenances aforesaid thereunto belonging unto Mortgagee and to his heirs and assigns forever.

WHEREAS, Mortgagor covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereinabove granted and is seized of a good and indefeasible estate of inheritance therein, free and