

50691 BOOK 105

MORTGAGE

(No. 52A)

Boyles Legal Blanks - Cash Stationery Co., Lawrence, Kansas

**This Indenture,** Made this 28th day of OctoberA. D. 1933, between The Mount Oread House Corporation (the House Corporation of the Beta Gamma Chapter of Pi Kappa Alpha Fraternity),of Lawrence, in the County of Douglas and State of Kansas  
of the first part, and The Kansas University Endowment Association

of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty-five Thousand Dollars (\$25,000.00) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and Mortgage to the said party of the second part its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Sixty (60) feet of Lot Five (5) and all of Lot Six (6), in Block Two (2), Oread Addition, an Addition to the City of Lawrence, in Douglas County, Kansas.

with all 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

do 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

This grant is intended as a mortgage to secure the payment of Twenty-five Thousand (\$25,000.00) Dollars, according to the terms of a certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to said party of the first part

its heirs and assigns. The Mount Oread House Corporation hereby agrees to keep the house located on said property insured for the full insurable value thereof and further agrees to a redemption period of six (6) months.

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

ATTEST:

Dean H. H. H.  
Secretary

STATE OF KANSAS,

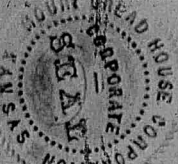
ss.

County,

THE MOUNT OREAD HOUSE CORPORATION (SEAL)

By C. K. Mathews (SEAL)  
President (SEAL)

(SEAL)



BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_, before me, \_\_\_\_\_ a Notary Public in and for said County and State, came \_\_\_\_\_

to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires \_\_\_\_\_

19\_\_\_\_

Notary Public