

56570 Book 110

MORTGAGE

(NO. 52B)

Boyles Legal Blanks ... CASH STATIONERY CO., Lawrence, Kansas

This Indenture,Made this Twenty Second day of JuneA. D. 19 55, between Nu Chapter of Sigma Nu Fraternity, a Corporation, represented by W. W. Holloway, President and J. J. Wheeler, Secretary.of _____, in the County of _____ and State of _____
of the first part, and Douglas County State Bank, Lawrence, Kansas, a Corporation

of the second part.

Witnesseth, That the said part Y of the first part, in consideration of the sum of Thirty Thousand and 00/100 ----- DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has ss sold and by these presents do ss grant, bargain, sell and Mortgage to the said part Y of the second part and its ~~XXXXXX~~ assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Beginning at a point 188.51 feet West of the South East corner of the North West quarter (NW 1/4) of Section Thirty-Six (36), Township 12, South, Range Nineteen (19) East, for the point of beginning; thence North 462 feet, thence West 211.69 feet, thence North 27.3 feet, thence North 80°-51' West 50 feet, thence North 37°-14' West 50 feet, thence North 51°-18' West 44.31 feet, thence North 9°-39' East 185 feet, thence North 59°-17' West 33 feet, thence North 75 feet, thence West 579.36 feet, thence South 8°-48' West 849 feet, thence East 1032.49 feet to the point of beginning, containing 16.013 acres more or less.

with all the appurtenances, and all the estate, title and interest of the said part Y of the first part therein. And the said party of the first part do ss 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 Thirty Thousand and 00/100 ----- Dollars, according to the terms of one certain promissory this day executed and delivered by the said party of the first part to the said part Y 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 part Y of the second part and its ~~XXXXXX~~ 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 part Y making such sale, on demand, to said party of the first part and its

~~XXXXXX~~ assigns

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

Signed, Sealed and delivered in presence of

Nu Chapter of Sigma Nu, a Corporation
W. W. Holloway, Pres. (SEAL)
J. J. Wheeler, Secy. (SEAL)

STATE OF KANSAS

Douglas County, ssBe It Remembered, That on this 22nd day of June A. D. 1955

before me, _____ a Notary Public

in and for said County and State, came W. W. Holloway, President andJ. J. Wheeler, Secretary, representing the Nu Chapter of Sigma Nu Fraternity, a corporationto me personally known to be the same person ss who executed the within 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 March 18 1957A. P. Sigmund Notary Public

Recorded June 24, 1955 at 2:10 P.M.

RELEASE.

2246 L. J. R. Register of Deeds.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 14th day of September 1960.

ATTEST: Harold R. Scheve, Cashier

Douglas County State Bank

Lawrence, Kansas

(Corp. seal)

by Chester J. Jones, President