

64076

BOOK 116

SECOND MORTGAGE

THIS INDENTURE, Made this 20th day of September, 1957 between THE SIGMA ALPHA EPSILON FRATERNAL ASSOCIATION, a Kansas Corporation, of Douglas County, in the State of Kansas, of the first part, and CHARLES M. CARPENTER, HALFORD J. POPE, CHARLES P. WOOD, JOHN C. BENSON, and C. G. GAMBRELL, and their successors or survivors, as the Board of Trustees of Sigma Alpha Epsilon Fraternity of Evanston, Illinois, 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 or 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.) DOLLARS bearing even date herewith, payable at Evanston, Illinois, or any other place designated by Mortgagee, in equal installments of Three Hundred Seventy-five and 00/100 (\$375.00) DOLLARS each, the first installment payable on the second day of January, 1958, the second installment on the second day of April, 1958, the third installment on the second day of July, 1958, the fourth installment on the second day of October, 1958, and one installment on the second days of January, April, July and October in each year thereafter, 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 Sixty Five Thousand (\$65,000.00) Dollars with interest thereon at the rate of four and one-half (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