

KNOW ALL MEN BY THESE PRESENTS: That Fidelity Trust Company, Kansas City Mo. of the first part, in consideration of the sum of One Dollars, to it in hand paid by C. H. Tucker of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does sell, assign and convey unto the said party of the second part, all its right, title and interest in and to a certain indenture of Mortgage bearing even date the 10th day of April in the year A.D. 1914 made by Frank L. Moss and Ella O Moss to Fidelity Trust Company and recorded in the office of the Register of Deeds in the County of Douglas and State of Kansas on the 10th day of April in the year A.D. 1914 in Book 53 of Mortgages at Page 107;

To Have And To Hold the said Mortgage, together with the notes and obligations therein described, unto the said party of the second part, executors, administrators or assigns, subject only to the provisions in said instrument, without recourse.

IN TESTIMONY WHEREOF, Fidelity Trust Company, Kansas City Mo. has caused these presents to be signed by its Vice Prest. and its corporate seal to be affixed hereto by its Secretary, duly authorized for the purpose; this day of April A.D. 1914.

(Corporate)

Fidelity Trust Company
By Forrest C. Cochran Vice Prest.
Attest: A.D. Rider Ass't. Secretary.

State of Missouri, County of Jackson, ss.

On this 13th day of April A.D. 1914 before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared F. C. Cochran to me known to be the person who executed the foregoing instrument as Vice Prest of Fidelity Trust Company, Kansas City Mo. and who being by me duly sworn, did say that he is the Vice Prest of Fidelity Trust Company and that the seal affixed to the foregoing instrument was signed, sealed and delivered in behalf of said Company, by authority of its Board of Directors, and the said Fidelity Trust Company acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed.

WITNESS my hand and official seal at Kansas City in said County and State the day and year last above written.

My commission expires October 14, 1916. (SEAL)

Ira D. Beals, Official Title, Notary Public.

Recorded April 15th, A.D. 1915, at 8:50 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
So. 6. North
Deputy.

This Indenture, Made this 2nd day of April in the year of our Lord one thousand nine hundred and fifteen (1915) between The Alpha Nu Beta Theta Pi Chapter House Association, a corporation duly organized under the laws of the State of Kansas in the County of Douglas, and State of Kansas, of the first part, and Anna W. Murray of the second part:

WITNESSETH: That the said party of the first part, in consideration of the sum of Four Thousand Five Hundred (\$4500.00) Dollars, to it 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, her 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: Beginning on the West line of Tennessee Street, and Nine feet North of the North line of Section Six, Township Thirteen, Range Twenty, thence North one hundred seventy feet, West one hundred sixty feet, South one hundred seventy feet, East one hundred sixty feet to place of beginning, in the City of Lawrence County of Douglas, State of Kansas. with the appurtenances, and all the estate, title and interest of the said party of the first part therein.

And the said The Alpha Nu Beta Theta Pi Chapter House Association 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. This Grant is intended as a Mortgage to secure the payment of the sum of Four Thousand Five hundred (\$4500.00) Dollars, according to the terms of one certain note this day executed by the said The Alpha Nu Beta Theta Pi Chapter House Association to the said party of the second part: Which note provides that the interest on same is to be (7%) seven percent payable semi-annually on the second day of April each year and the second day of October each year, together with interest at the rate of (7%) seven percent per annum on any installment of interest which shall not have been paid when due; this same note is payable and due April 2, 1920; but the principal may be discharged on any interest paying date to the amount of one hundred dollars (\$100.00) or any multiple thereof. Revenue stamps duly attached to note.

And this conveyance shall be void if such payment be made as is herein specified.

But if default be made in such payment, 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 shall be due and payable, and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part her executors, administrators or assigns; and out of all moneys arising from such sale, to retain the amount then due for principal and interest, and also for statutory damages in case of protest, together with the costs and charges of making such sale, and reasonable attorney's fee for the foreclosure of this mortgage, the said fee to be due and payable on filing petition for foreclosure, and the overplus, if any there shall be, shall be paid by the party making such sale, on demand, to the said The Alpha Nu Beta Theta Pi Chapter House Association, its assigns or successors.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to

Recorded
April 14 - 1916
Floyd L. Lawrence
Register of Deeds,
So. 6. North
Deputy.

The following is endorsed on the original instrument:
This note secured by this mortgage has been paid in full
and this mortgage is hereby released and cancelled
May 21 - 1916
Anna W. Murray