

THIS MORTGAGE, Made this 8th day of December in the year of our Lord one thousand nine hundred and fifteen by and between THE ALEHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, a corporation organized under the laws of the State of Kansas, of the County of Douglas and State of Kansas, party of the first part, and George Ferguson party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Seven Thousand and no/100 Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Beginning on the West line of Tennessee Street and nine (9) feet North of the North line of Section six (6), Township thirteen (13), Range twenty (20), thence North one hundred and seventy (170) feet; thence West one hundred and sixty (160) feet, thence South one hundred and seventy (170) feet, thence East one hundred and six (160) feet, to the place of beginning, in the City of Lawrence, County of Douglas and State of Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever: Provided, Always, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said first party has this day executed and delivered its certain promissory note in writing to the party of the second part, payable at Commerce Trust Company, in Kansas City, Missouri, as follows, to-wit: said note being for the sum of \$7000.00, due on the last day of January, 1926, and bearing interest at the rate of six per cent per annum from the first day of January, 1916, payable semi-annually, as evidenced by twenty interest coupon notes attached to said bond for the sum of \$210.00 each, payable on the first days of January and July in each year, both principal and interest payable at the Commerce Trust Company in Kansas City, Missouri, and to bear interest at seven per cent per annum after default. Said note contains a provision that One hundred (\$100.00) Dollars, or any multiple thereof, may be paid on the principal of said note at any interest paying time. Revenue stamps duly attached to said

Now, if the said first party shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators, and assigns, shall be entitled to a Judgement for the sum due upon said note and the additional sums paid by virtue of this Mortgage and costs, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said party of the first part, its successors and assigns, and all persons claiming under it. And the said party of the first part shall and will at its own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Seven Thousand Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium or premiums, costs, charges and expense for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part 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, and that it will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

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IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its President and attested by its Secretary, and the common and corporate seal to be hereto attached, the day and year first above written.

Executed and delivered in presence of The Alpha Nu Beta Theta Pi Chapter House Assn  
S. J. HALL. (Corp. SEAL) By Fred L. Morris, Pres. (SEAL)

State of Kansas County of Douglas. SS.

State of Kansas, County of Douglas, SS.  
Be It Known, That on this 16th day of November, A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, personally came Fred L. Morris President of THE ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, who is personally known to me to be the President of THE ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, and to be the same person who executed the within instrument, and duly acknowledged the execution of the same as the voluntary act of said Association, for

Recorded July 29 1924  
Paul E. McLean  
 Register of Deeds

Dear

[illegible]