

This Mortgage, Made this first day of October, in the year of Our Lord One Thousand Nine Hundred Fifteen by and between The Alpha Xi Chapter of the Sigma Chi Fraternity, a corporation organized and existing under the laws of the State of Kansas of the County of Douglas and State of Kansas, party of the first part, and Justin D. Bowersock, Jr., of the County of Jackson, State of Missouri, party of the second part.

Witnesseth, that said party of the first part, for and in consideration of the sum of Fifteen Thousand 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 tracts, pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of lots Eight (8), Nine (9) and Ten (10), and the East One Hundred (100) Feet of lots Three (3), Four (4) and Five (5), all in Block Five (5) in Babcock's Addition to the City of Lawrence, Kansas, said lots 8, 9, 10 fronting on Tennessee Street and said lots 3, 4, and 5, adjoining them on the west, subject to a certain reservation contained in a deed to said premises of even date herewith in which the grantors are J. D. Bowersock and M. G. Bowersock, his wife and the grantee is the Alpha Xi Chapter of the Sigma Chi Fraternity.

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 party of the first part has this day made, executed and delivered to the said party of the second part 18 Promissory Notes of even date herewith by which it promised to pay to the said party of the second part or order, for value received Fifteen Thousand Dollars, with interest from date to maturity at the rate of four per cent per annum, payable annually, as evidenced by interest coupon notes of even date therewith and attached thereto, falling due on the first day of October in each year; both principal and interest notes are payable at The Lawrence National Bank and bear interest from maturity until paid at the rate of six and ten per cent per annum respectively payable annually; Said notes are numbered from one (1) and eighteen (18) inclusive, six notes numbered from one (1) to six (6) inclusive, being a for the sum of Five Hundred (500) Dollars each, and twelve notes numbered from (7) seven to eighteen (18) inclusive being for the sum of One Thousand (1000) Dollars each, said notes falling due in the order of their number, on or before one to eighteen years respectively from their date.

Now, If the said party of the first part shall well and truly pay, or cause to be paid, the sums of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums 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 sums and interest shall, at the option of said party of the second part or assigns, 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 notes, and the whole of said sums shall immediately become 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 judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, 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, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead Exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part. 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 notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings 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 \$10,000 Fire and \$5,000 Tornado for the benefit of the said party of the second part or his assigns; and shall keep all policies on said buildings deposited with said second party; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay taxes or statutory liens against said property, all of which sums with (6%) six percent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said party of the first part hereby covenants and agrees that at the delivery hereof said party of the first part 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 the said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has caused its corporate name to be hereto subscribed by its president and its corporate seal to be hereto affixed and attested by its secretary, the day and year first above written.

Attest: H. W. Crawford,
Secretary.

The Alpha Xi Chapter of the Sigma Chi Fraternity.

Alex. A. Sharp
14, President.

*Remade June 6, 1920.
See S. Crawford
Agent of Bowersock.*

*The following is attached as the original mortgage.
Justin D. Bowersock, Jr. the mortgage within named from family
property that he - middle mortgage of party paid, assigned and assigned
and mortgages the first to the State of Kansas (Bowersock) it assigns the
same to himself. Dated at Kansas City, Mo. July 16, 1920 Justin D. Bowersock, Jr.
- Justin D. Bowersock, Jr.*

Following is being attached to this instrument.