MORTGAGE RECORD.

This Indenture, Made this 27th day of September, A. D. 1923 between The University of Kansas Delta Chi Association

of Douglas County, in the State of Kansas, of the first part, and PEOPLES STATE BANK, of Lawrence Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Six Thousand DOLLARS, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas, to wit: Beginning at a point seventy five (75) feet north of the northeast corner of Hancock (twelfth) street and Louisiana street, thence north seventy five (75) feet, thence east one hundred and twenty five (125) feet, thence south seventy five (75) feet, thence west one hundred and twenty five (125) feet to the place of beginning in the block of ground bounded on the north by Quincy (eleventh) street on the south by Hancock (twelfth) street, on the east by Ohio street, and on the west by the east line of Section thirty six (36) marked on the plat of the city of Lawrence as School Grounds

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Six Thousand Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date Sept 27. 1923 19 and payable to the order of the said party of the second part, on the 27th day of September 1928 19 with interest thereon from date until maturity at the rate of seven per cent. per annum, payable semi-annually, on the 27th days of March and September in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure and keep insured the buildings on said real property against loss by fire in the sum of $ 8000, and against loss by tornado in the sum of $ 8000, for the period of this loan or any renewal or extension thereof in some reputable insurance company or companies for the benefit of the said mortagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

NOW, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

The University of Kansas Delta Chi Association
By C. S. De Roin
H. A. Grutzmacher

Seal

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, that on this 13th day of Oct. A. D. 1923, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came C. S. De Roin, President of the University of Kansas Delta Chi Association who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same to be the act of said Association

L. S.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

S. A. Wood, Notary Public.

Term expires Apr. 10. 1925. 19

~~Filed for Record on the day of A. D. 19 at o'clock M.~~

~~, Register of Deeds.~~

State of Kansas. Douglas County, S.S.

Be it remembered. That on this 2nd day of Oct. A. D. 1923 before me the undersigned, a Notary Public, in and for the County and State aforesaid, came H. A. Grutzmacher, as Secretary of the University of Kansas Delta Chi Association who are personally known to me to be the same persons who executed the within instrument of writing and such persons have duly acknowledged the execution of same to be the act of said Association. In Testimony Whereof I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires May 8-1926. L.S. A. Grutzmacher - Notary Public

Recorded Oct. 15. 1923.
At - 11:30 A.M.

Ida E. Wellman Register