

MORTGAGE RECORD—59.

This Indenture, Made this 1st day of December

year of our Lord one thousand nine hundred twentv-three in the
The Alpha Tau Omega Fraternity, A Corporation of Kansas
 of Lawrence in the County of Douglas and State of Kansas, of the first part, and
The Citizens State Bank, Lawrence, Kansas

Witnesseth, That the said part of of the first part, in consideration of the sum ofSeven Thousand and no/100

DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said
 part of of the second part, their succession 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:

The East Twenty-five (25) feet of Lots
Four (4), Five (5) and Six (6) and
all of Lots Seven (7), Eight (8) and
Nine (9) all in Block Eight (8)
of Babcocks Addition to the City
of Lawrence

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said The Alpha Tau
Omega Fraternity, A Corporation of Kansas do hereby covenant and

agree that at the delivery hereof, they the lawful owner of the premises above granted and seized of a good and lawful estate of inheritance therein, free and clear of
 all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the
 sum of Seven Thousand and no/100 DOLLARS,

according to the terms of one certain promissory note, this day executed by said The Alpha Tau Omega
Fraternity, A Corporation of Kansas
 to the said part of of the second part; said note being given for the sum of

Seven Thousand and no/100

DOLLARS,

dated December 1, 1923, due and payable in Five (5) years from date thereof,
 with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 2/10

Dollars each thereby attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the
 said part of of the first part hereby agree to to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said
 premises insured in favor of said mortgagee, in the sum of Seven Thousand and no/100 DOLLARS,

in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the
 same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof,
 be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made
 in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become
 absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have
 been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the
 second part; and it shall be lawful for the part of of the second part, their succession heirs or 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 part of of the second part, their succession

or assigns, or to assign, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument
 together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of of the second part, their succession heirs or assigns, on demand, to the said
 part of of the first part, their succession heirs and assigns.

In Testimony Whereof, The said part of of the first part have hereunto set their hands and seal the day and year
 last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS,

Douglas County,(Corps)
(Seal)

The Alpha Tau Omega Fraternity (SEAL)
By Clay Hamilton, President (SEAL)
By L. E. Hagen, Secretary

Be it Remembered, That on this 7th day of December, A.D. 1923, before me,
the undersigned, a Notary Public in and for the County and State, came

L. E. Hagen, Secretary of The Alpha Tau Omega Fraternity, A Corporation of Kansas, a corporation duly orga-
nized, existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer and who
is personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the
execution of the same to be his act and deed of said corporation.

L. S.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Term expires Apr. 20 1925 A. F. McElwahan Notary Public.

This instrument was filed for record on the 10 day of Dec., A. D. 1923, at 9:35 o'clock A. M.

State of Kansas, Shawnee County, ss:
 Be it remembered, That on this 5th day of December, 1923, before me, the undersigned a Notary Public
 in and for the County of Shawnee and State of Kansas, came Clay Hamilton, President of The Alpha Tau Omega Fraternity
 a corporation of Kansas, a corporation duly organized, incorporated and existing under and by
 virtue of the laws of Kansas, who is personally known to me to be such officer and who is
 personally known to me to be one of the persons who executed as such officer the within
 instrument of writing on behalf of such corporation, and such person duly acknowledged
 the execution of the same to be his act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal this day
of and year last above written. (L. S.) T. F. Glininger, Notary Public

Notary Public, Term Expires June 3, 1925.
Isaac McElwahan, Register of Deeds

The following is endorsed on the original instrument.

This note herein described having been paid in full, this mortgage is hereby

released and the new thereby created (discharged).

At witness my hand this 1st day of December, A.D. 1923.Clay Hamilton, President of The Alpha Tau Omega Fraternity

Recorded Aug - 7 - 1930

Eli S. O'Connell

Register of Deeds

For Assignment see Book 65 Page 79.