

Seventh. As additional and collateral security for the payment of said note the mortgagors hereby assign to said mortgagee, its successors and assigns all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however that said party of the second part its successors and assigns shall be chargeable with no responsibility with reference to such rights and benefits, nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

Eighth. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described whether for principal or interest, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

"Nu Chapter of Sigma Nu" A Corp.

By C.F. Alexander Pres.

E.F. Engel Secy

Seal

Seal

State Of Kansas
Douglas County

) ss,

Be it Remembered, That on this 23rd day of Febry A.D. 1922 before me the undersigned a Notary Public in and for the County and State aforesaid came C.F. Alexander, pres. and E F Engel, Secy of Nu Chapter of Sigma Nu, a Corporation, to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(Commission expires April 18 1925) (L.S.)

Dick Williams
Notary Public

Recorded February 23rd 1922
At 2:30 P.M.

Esther J. Phelps
Register of Deeds
John R. Baker
Deputy

MORTGAGE

This Indenture, Made this First day of February in the year of our Lord, nineteen Hundred and Twenty Two by, and between "Nu Chapter of Sigma Nu" (Fraternity), a Corporation, By C.F. Alexander, President; E F Engel, Secretary, of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY., party of the second part; Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred Fifty Dollars to them in hand paid, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell, convey, and warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate: situate in County of Douglas and State of Kansas to-wit: Beginning at the Southeast corner of the Northwest Quarter of Section Thirty Six (36); thence West Eighteen and Fifty One-Hundredths (18.50) chains; thence North Eight and One-half (8-1/2) Degrees East Twelve and Eighty Seven One-Hundredths (12.87) chains; thence East Eight and Ninety Six One-Hundredths (8.96) chains; thence South Ninety One One-Hundredths (.91) chains; thence East Five and Seven One Hundredths (5.07) chains; thence North Ninety One One-Hundredths (.91) chains; thence East Two and Fifty Seven One-Hundredths (2.57) chains; thence South Twelve and Seventy Five One Hundredths (12.75) chains to the place of beginning, less Two (2) acres in the Southeast corner sold to Wesley Duncan, the same being Twenty Eight (28) rods North and South and Eleven and Forty Two One-Hundredths (11.42) rods East and West containing Nineteen and One-half (19 1/2) acres, more or less; also a right of roadway over and across the West Twenty Five (25) feet of the following; Beginning at a point on the center line of Warren Street of the City of Lawrence projected West Twenty Five (25) feet West of a point Two and Fifty Seven One-Hundredths (2.57) chains West of the East boundary line of the Northwest Quarter of Section Thirty Six (36); thence Southwest Two Hundred Seventy (270) feet South and Twenty Five (25) feet West of the place of beginning; thence Southwest to a point Three Hundred Ninety (390) feet South and One Hundred Fifty (150) feet West of

The following is endorsed on the original instrument:

*This document secured by this mortgage has been
placed in full, with the same is fully corrected
this - day of Feb 15 - 1924 - The Central Trust Company
By Charles W. Mendenhall, Secy.*

Recorded Feb 16th 1922
Dial C. Mendenhall
Register of Deeds