

the place of beginning; thence East one Hundred Seventy Five (175) feet; thence North Three Hundred Ninety (390) feet; thence West Twenty Five (25) feet to the place of beginning, less the Ninety Seven One-Hundredths (97) of an acre as described in Deed to Alice M. Meyn recorded March 15, 1921 in Deed Book One Hundred Nine (109) Page Two Hundred Twenty Six (226). Also the following; Beginning Ten Hundred Sixty Two (1062) feet (Sixteen and Twenty Two One-Hundredths (16.22) chains) East of the Southwest corner of the Northwest Quarter of Section Thirty Six (36); thence North Eight and One-half (8½) Degrees East Twelve Hundred Twenty One (1221) feet, (eighteen and One-half (18½) chains) to North line of Warren Street produced; thence East Three Hundred Fifty Seven (357) feet (Five and Nine-Twentyseconds (5-9/22) chains); thence South on a line parallel Twelve Hundred Twenty One (1221) feet (Eighteen and One-half (18½) chains); thence West Three Hundred Fifty Seven (357) feet (Five and Nine-Twentyseconds (5-9/22) chains) to place of beginning, containing in all Twenty Eight and One-half (28½) acres more or less. All the above land being in Township Twelve (12) Range Nineteen (19) East of the Sixth (6) Principal Meridian.

To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever free and clear of all incumbrances except one certain mortgage of even date herewith for \$15,000, maturing February 1, 1927

Provided Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their 4 certain promissory notes in writing to said party of the second part, for the sum of \$187.50 each, due on or before the first days of February and August in each year for two consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST COMPANY., Topeka Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of THE CENTRAL TRUST COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage heretofore referred to and excepted and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

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 notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon or interest or principal of any prior mortgage 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 then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option make any payments necessary to remove any outstanding lien, or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands day and year above written

(Copy Seal)

Nu Chapter of Sigma Nu, A Corp.
By C.F. Alexander Pres.
E.F. Engel Secy

State of Kansas) -
Douglas County) ss,

Be It Remembered, That on this 23rd day of February 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, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Commission Expires April 18, 25, 1925
Recorded February 23rd 1922
At 2:35 P.M.

Dick Williams Notary Public

Estelle Northrup
Register of Deeds
Turney Buckner
Deputy