

MORTGAGE

This Indenture, Made this day of in the year of our Lord nineteen hundred and Twenty-Two between Nu Chapter of Sigma Nu Fraternity, a corporation of Lawrence in the County of Douglas and State of Kansas of the first part, and W R Stubbs of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of Twenty-Six Thousand dollars to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell, and Mortgage to said party of the second party his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas State of Kansas, described as follows, 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 (8½) 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 (19½) 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 projecting West Twenty Five (25) feet West of a point Two and Fifty Seven One-Hundredths (2.57) chains West of the East boundary 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 place of beginning; thence East One Hundred Seventy Five (175) feet; thence North Three Hundred (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. Weyn 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 South west 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-Twenty seconds (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-Twenty seconds (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 Principal Meridian, with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof it 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 except two (2) mortgages totaling Fifteen Thousand Seven Hundred Fifty Dollars to The Central Trust Company, Topeka Kansas. This grant is intended as a mortgage to secure the payment of the sum of \$26,000.00 Dollars, according to the terms of Ten certain Notes this day executed and delivered by the said party of the first part to the said party of the second part for \$2600.00 each payable on the first days of October and April of each year, beginning October 1, 1922 and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its executors, administrators and assigns, at any time thereafter to sell the premises hereby granted or any part thereof in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said party of the first part its heirs and assigns.

In Witness Whereof, The said Party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in presence of,

(Corp. Seal)

Nu Chapter of Sigma Nu	Seal
By- C. F. Alexander Pres.	Seal
E F Engel Secy	Seal

State of Kansas
Douglas County ss

Be it Remembered, That on this 4th day of March A.D. 1922 before me Dick Williams a Notary Public in and for said County and State 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 person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires April 18, 1925

Recorded Mar 4, 1922 at 4:25 o'clock P.M.

(C.)
Dick Williams -Notary Public
E. L. Northrup, Notary Public, Topeka, Kansas

This mortgage is to be recorded on the original instrument;
 The note herein described having been made in full, this mortgage is hereby
 released and the lien thereby created is hereby
 As witness my hand this 4th day of March, A.D. 1922
 J. E. Williams
 Notary of Deeds