

M O R T G A G E

THIS INDENTURE, Made this 1st day of June A. D. 1923, between THE ALEMANNIA FRATERNITY, a corporation organized under the laws of the state of Kansas, of Lawrence, Kansas, party of the first part, and GEORGE T. TREMBLE, of Jackson County, Missouri, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of TWENTY-FIVE HUNDRED (\$2500.00) DOLLARS, in hand paid, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and Mortgage unto the said party of the second part, his executors, administrators or assigns, the following described real estate, to wit:

The South Half ($\frac{1}{2}$) of Lot Numbered Eight (8), All of Lot Numbered Nine (9), and the North Half ($\frac{1}{2}$) of Lot Numbered Ten (10), in George C. Smith's Addition to the City of Lawrence, in Douglas County, Kansas,

TO HAVE AND TO HOLD THE SAME, together with the appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, his executors, administrators or assigns, forever. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is lawfully seized of said real estate and has good right to convey the same; that said real estate is free and clear of all incumbrances except a certain mortgage of even date herewith to M. Anderson given to secure the payment of the sum of Seventy-five Hundred (\$7,500.00) Dollars, and that it will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER, That if the said party of the first part shall pay or cause to be paid to the party of the second part, his executors, administrators or assigns, the principal sum of TWENTY-FIVE HUNDRED (\$2,500.00) DOLLARS according to the terms of five certain notes all dated June 1st, 1923, each for the sum of Five Hundred (\$500.00) Dollars, one due on or before December 1st, 1923, one due on or before June 1st, 1924, one due on or before December 1st, 1924, one due on or before June 1st, 1925, and one due on or before December 1st, 1925, each to bear interest from date until paid at the rate of eight per cent. per annum, payable semi-annually, and shall perform all and singular the covenants and agreements herein contained, then this mortgage shall be void, otherwise to remain in full force and effect.

And the said party of the first part hereby covenants and agrees to pay the principal and interest on the notes above specified in time and manner as therein provided; to pay all taxes, general or special, which may be assessed upon said real estate or the improvements thereon; to pay all portion of principal and interest coming due on the first mortgage heretofore mentioned; to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured in good and responsible insurance companies to the amount of at least Ten Thousand Dollars, with due endorsements on the insurance policies showing loss, if any, payable to the first mortgagee, M. Anderson, and the second mortgagee, George T. Tremble, or their assigns, as their interest may appear, the

I, Lucile E. Allison, Clerk of the District Court, Douglas County, Kansas, do hereby certify that the foregoing is a true and correct copy of the mortgage as recorded in my office on the 1st day of June, 1923, at page 316. Witness my hand and the seal of said court this 1st day of June, 1923.

ATTEST:

Handwritten signature
Lucile E. Allison
Clerk of District Court