

And the Said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they 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 said party of the second part, its successors or assigns, the principal sum of ---Five Thousand Dollars--- according to the tenor and effect of one promissory note numbered --27418 (5)--bearing even date herewith-- for the sum of ---Five Thousand Dollars--- (\$5,000.00), payable to the order of said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, with interest thereon from May 1, 1924, until maturity at the rate of 5 1/2 per cent per annum, payable annually on the First day of May in each year, according to interest coupons attached to said note, and which note further provides that if default be made in the payment of any part of said principal and interest shall at the option of the legal holder or holders of said note, become due and payable, and that both principal and interest are to bear interest at the rate of eight per cent per annum after maturity.

And shall perform all and singular the covenants herein contained, then this mortgage shall be void and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$1,000.00 against loss by fire, and not less than \$1,000.00 against loss by wind-storm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, of its assigns, as additional security to this loan; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amount paid therefor, with interest thereon from the date of payment at the rate of eight per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured to be immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The Said party of the first part have hereunto set their hands the day and year first above written.

Henry Rohe.
Edith M. Rohe.

Witnesses.

State of Kansas ss:
County of Douglas ss:

On This 29th day of April, 1924, before me, a Notary Public in and for said County and State personally appeared Henry Rohe and Edith M. Rohe, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

My Commission expires:
May 15-1927.

W. M. Clark,
Notary Public.

MORTGAGE

From Kansas Alpha of Phi Delta Theta Alumni Cor.
To The Central Trust Co.

State of Kansas, Douglas County, ss.
This Instrument was filed for record on the 13 day of May 1924 at 10:00 O'clock.

Joe E. McElman, Register of Deeds
By Joe E. McElman, Deputy

This indenture, Made this 7th day of May, in the year of our Lord, nineteen hundred and twenty-four by and between---Kansas Alpha of Phi Delta Theta Alumni Corporation--- of the County of Douglas and State of Kansas, parties of the first part, and ---The Central Trust Co.,--- party of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of---TWENTY FIVE HUNDRED 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, situated in County of Douglas and State of Kansas to-wit:

Beginning at the intersection of the center line of Euclid Street (vacated and produced west) with the West line of the Northwest Quarter of Section Six (6), Township Thirteen (13) Range Twenty (20) east of the Sixth Principal Meridian, being the West line of Babcock Addition; thence South One Hundred Thirty-one (131) feet; thence East One Hundred Sixty-seven and Five-tenths (167 5/10) feet to the point of beginning; thence South One Hundred Fifty (150) feet along the East line of a roadway; thence East One Hundred Twenty (120) feet; thence North One Hundred Fifty (150) feet; thence West One Hundred Twenty (120) feet to point of beginning, being Lots Numbered Ten (10) Eleven (11) and Twelve (12), in Fort Teacher Place, in the City of Lawrence.

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 incumbrance, except a certain mortgage of even date herewith for \$25,000, maturing June 1, 1934.

Provided, Always, And these presents are upon this express condition that whereas said