

MORTGAGE

From
To
Kansas Chapter of Delta Upsilon
The Central Trust Company

Douglas County State of Kansas, ss.
This instrument was filed for record
on the 17th of Oct 1924 at 9:40.

Law E. Wellman Register of Deeds
Jac. Wellman Deputy

This Indenture, made this 10th day of October in the year of our Lord, nineteen hundred and twenty four by and between The Alumni of Kansas Chapter of Delta Upsilon a 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 party of the first part, in consideration of the sum of Three 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 situated in County of Douglas and State of Kansas to wit:

A strip of land Fifty (50) feet wide North and South off the South side of Lot numbered Two (2) Block Eight (8) Oread Addition to the City of Lawrence Kansas, also a strip of land Twenty Five (25) Feet wide North and South off the North side of Lot Numbered Three (3) in Block Eight (8) Oread Addition to the City of Lawrence Kansas

Also a strip of land Fifty (50) feet wide North and South off the North side of Lot numbered two (2) in Block Eight (8) Oread Addition to the City of Lawrence Kansas.

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 two certain mortgages of even date herewith for \$5000.00 and \$4000.00 due December 1, 1931.

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 certain promissory note in writing to said party of the second part for the sum of \$350.00 payable in five equal installments of \$55.33 each on the first days of June and December and one installment of \$58.35 due June 1, 1925.

of each year after the date thereof until fully paid with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Central Trust Co. Topeka Kansas and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of The Central Trust Co. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is 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 note 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 appraisal, 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 necessary payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, 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.

The Terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

Corp Seal.

The Alumni of Kansas Chapter of Delta Upsilon, a corp.

By Mark H. Adams, President
Richard W. Deaver, Secy- Treas.

State of Kansas, Sedgwick County, ss;

Be It Remembered That on this 16th day of October A.D. 1924, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Mark H. Adams, President and Richard W. Deaver, Secretary-Treasurer of The Alumni of Kansas Chapter of Delta Upsilon, a corporation, to me personally known to be such officers and to be the same persons who as such officers executed the within instrument of writing, and duly acknowledged the execution of the same as the voluntary act and deed of such corporation.

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

L.S. Commission expires;
January 22nd, 1928.

A. Burton Notary Public.

Recorded Jan 20 1925

Law E. Wellman

The following is enforced on the original instrument:
The note secured by this mortgage has been paid in full and this day

day