

MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 15 day of April A. D. 19 25 at 10:10 A. M.
From The Chi Omega Fraternity,
a corporation
To The Central Trust Co.,
By Dea E. Wellman Register of Deeds.
Deputy.

Reg. Fee.
No. 310
\$73 75 68.

This Indenture, Made this 31st day of March in the year of our Lord nineteen hundred and twenty-five by and between THE CHI OMEGA FRATERNITY, A CORPORATION, of the county of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of TWENTY NINE THOUSAND FIVE HUNDRED & NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

Commencing at the Southeast corner of Lot Numbered Ten (10) in University Heights, as shown by Plat filed July 1st, 1902, in the office of the Register of Deeds of Douglas County, Kansas; thence North to the North line of Lot Numbered Nine (9) in said University Heights; thence West One Hundred Twenty (120) feet; thence South to the South line of said Lot Numbered Ten (10); thence East to the place of beginning, beginning, being the East One Hundred Twenty (120) feet of said Lots Numbered Nine (9) and Ten (10) in said University Heights.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWENTY NINE THOUSAND FIVE HUNDRED & NO/100 DOLLARS,

according to the terms of ten certain mortgage notes as follows: of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows: 19, \$1200, due June 1, 1926; \$1200, due June 1, 1927; \$1200, due June 1, 1928; \$1200, due June 1, 1929; \$1200, due June 1, 1930; \$1200, due June 1, 1931; \$1200, due June 1, 1932; \$1200, due June 1, 1933; \$1200, due June 1, 1934; \$18,700, due June 1, 1935; to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum,

payable semi-annually, on the first days of June and December in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may

In 1925 instrument was Bank 79-8-19-358
In 1926 instrument was Bank 79-8-19-358