

SAUL DODD NORTH STATIONERY CO KANSAS CITY MO 64107

STATE OF KANSAS, DOUGLAS COUNTY, ss.

FROM

This instrument was filed for record on the 21st day of

February A. D. 1924, At 11:00 A.M.

Pi Upsilon Fraternity.

TO

By *Jac E Wellman* Register of Deeds.  
*Jac Wellman* Deputy.

Citizens State Bank,

THIS INDENTURE, Made this 18th day of February, in the year of our Lord, one thousand nine hundred and Twenty-four between

The Pi Upsilon Fraternity, a corporation under the laws of the State of Kansas

of Lawrence, in the County of Douglas and State of Kansas  
part 1es. of the first part, and The Citizens State Bank, Lawrence, Kansas part 1es. of the second part

WITNESSETH, that the said part 1es. of the first part, in consideration of the sum of Eight Thousand and no/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 1es. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point on the East line of Ohio Street in the City of Lawrence, Kansas, 158 feet North of the South line of the Southwest Quarter (4) of Section Thirty-one (31) Township Twelve (12), Range Twenty (20) thence South 75 feet thence East 90 feet thence North 75 feet, thence West 90 feet to point of beginning, all in the city of Lawrence, Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part 1es. of the first part therein.

And the said part 1es. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and intend of a good and indefeasible estate of inheritance, free and clear of all incumbrances, save an \$8000 mortgage to The Central Trust Company, Topeka Kansas.

It is agreed between the parties hereto that the part 1es. of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 1es. of the second part, the loan, if any, made payable to the part 1es. of the second part to the extent of their interest. And in the event that said part 1es. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 1es. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight Thousand and no/100 DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 18th day of February 1924

and by its terms made payable to the part 1es. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 1es. of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1es. of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 1es. of the second part 1es. or assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 1es. making such sale, on demand, to the first part 1es.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1es. of the first part have hereunto set their hands and seal the day and year last above written.

The Pi Upsilon Fraternity (SEAL)

Lloyd M. Pumphrey, Pres. (SEAL)

Cecil A. Tate, Sec. (SEAL)

(Corp Seal)

STATE OF Kansas } ss.  
COUNTY OF Douglas }

BE IT REMEMBERED, That on this 18th day of February A. D. 1924, before me, a Notary Public in the aforesaid County and State, came Lloyd M. Pumphrey, President of the Pi Upsilon Fraternity, and Cecil A. Tate, Secretary of the Pi Upsilon Fraternity, to me personally known to be the same person, who executed the foregoing instrument 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 on the 20th day of April 1924. A. F. McClanahan Notary Public.

## RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 1st day of December, 1928

*Dora Cobb Wilhelm* Owners  
*S. A. Jackson*Re Fee # 469  
✓ 6.25 ✓

This original mortgage of this property, having been shown me this 5th day of October, 1928, with the release of title thereon, signed without error or correction, and name of the signers to be Dora Cobb Wilhelm and S. A. Jackson.

Handed to Clerk  
Register of DeedsThis Release was written on the 1st day of December 1928.  
Notary Public  
A. F. McClanahan  
Register of Deeds

Your Designation must be Book 6 to 7 Page 121.