

## MORTGAGE

State of Kansas, Douglas County, ss  
This Instrument was filed for  
record February 19, 1925 at 1:35 P.M.

From Sigma Kappa  
To Central Trust Co

*John E. Williams* Register of Deeds  
By *Geo. Williams* Deputy

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This Indenture made this 15th day of January in the year of our lord nineteen hundred and twenty five by and between Xi Chapter of Sigma Kappa 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 parties of the first part in consideration of the sum of Two Thousand 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 a point Two hundred Eighty one and five tenths (281.5) feet South and One Hundred Fifty seven (157) feet Eight (8) inches east of Section Six (6) Township Thirteen (13), Addition (being the west line of the North west quarter of Section Six (6) Township Thirteen (13), Range Twenty (20)) with the center line of Euclid Street (vacated) produced west for a point of beginning thence due East One Hundred Thirty (130) feet; thence due south Fifty (50) feet; thence on an arc of a circle two hundred twenty nine tenths (229.9) feet Southwesterly to a point two hundred Seven and twenty five hundredths (207.25) feet South of the point of beginning; thence North two hundred Seven and twenty five hundredths (207.25) feet to the point of beginning, less the West ten (10) feet of the North Twenty five hundredths (207.25) feet to the point of beginning, all in the City of Lawrence, Douglas County, Kansas being lots numbered five (25) feet deeded for roadway, all in the City of Lawrence, Douglas County, Kansas being lots numbered Thirteen (13) and Fourteen (14) in Fort Thacher vacated less said roadway.

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 \$20,000.00 maturing January 1, 1935.

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 \$2000. payable in ten equal installments of \$200. each on the first days of January and July of each year after the date thereof until fully paid, with interest 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 mortgages, 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 appraisalment, 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 any 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 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.

Xi Chapter of Sigma Kappa, a corporation,  
By--- Mildred Cutter. Pres.  
Berenice L. Mueller Secy.

State of Kansas, Douglas County, ss;

Be It Remembered That on this 10th day of February A.D. 1925 before me, the undersigned a Notary Public, in and for the County and State aforesaid, came Mildred Cutter, president and Berenice L. Mueller, secretary of Xi Chapter of Sigma Kappa, 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.  
My Commission expires Jan 23, 1927. 19.

Myrtle McConnell, Notary Public.

The Following is endorsed on the original instrument:  
The Amount Secured by this mortgage has been paid in full, and  
the same is hereby acknowledged, this 10th day of January 1930  
The Central Trust Company  
By J. E. Williams.

Copied

Recorded Jan. 18<sup>th</sup> 1930.

By J. E. Williams, Notary Public.

For Release see Book 84 - Page 47