

112

Rep. No. 1100

Fee Paid 15.00

MORTGAGE RECORD 69

Delta Sigma Lambda

FROM

TO

Chi Omega Fraternity

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18th day of

Sept. A. D. 1925, at 2:45 P. M.

Jas E. Wellman, Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 1st day of September, in the year of our Lord, one thousand nine hundred and twenty-five between
 --The Beta Chapter of Delta Sigma Lambda, a corporation
 of Lawrence, in the County of Douglas and State of Kansas
 part y of the first part, and
 The Chi Omega Fraternity, a corporation
 WITNESSETH, that the said part y of the first part, in consideration of the sum of DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part y of the second part, to following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South Fifty (50) feet of Lot Numbered Five (5)
 in Block Nine (9) in Oread Addition to the City of
 Lawrence, Kansas -----

with the appurtenances and all the estate, title and interest of the said part y of the first part therein.
 And the said part y of the first part do hereby covenant and agree that at the delivery hereof it is lawful owner of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$8000.00 payable to the Central Trust

Company, Topeka Kansas dated June 20, 1925
 and that they, the said part y of the first part, do defend the same against all parties making lawful claim therein.

It is agreed between the parties hereto that the part y 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 become due and payable, and that it 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part y 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 y 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 DEBENT is intended as a mortgage to secure the payment of the sum of DOLLARS, to-wit:

--Six Thousand and no/100 ----- 1st day of September 1925

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of September 1925, and by its terms made payable to the part y 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 y 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 y of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 hereby, 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 covenant 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 y of the second part 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 lease to 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 y making such sale, on demand, to the first part y.

It is agreed by the parties hereto that the covenants 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 y of the first part has hereunto set its hand and seal the day and year last above written.

Beta Chapter Delta Sigma Lambda, a corp. (SEAL)

H. B. Mullinix Pres. (SEAL)

Lewis K. Leonard Sec'y (SEAL)

Corp Seal.

STATE OF Kansas

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 18 day of Sep A. D. 1925, before me, a

Notary in the aforesaid County and State, came

H. B. Mullinix Pres. and Lewis K. Leonard Sec'y of Beta Chapter of Delta Sigma Lambda, a corp., to me personally known to be the same person as 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.

L.S. My Commission Expires on the 18 day of April 1929 Dick Williams 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 29 day of Nov. 1925.

Dick Williams Mortgagee. Owner.

This Release
 was written
 to the original
 mortgagee
 entered
 this 29 day
 of Nov. 1925
 at Lawrence,
 Kansas

Notary Public
 Reg. of Deeds

100-277