

MORTGAGE RECORD 70

Reg. No. 3518

Fee Paid \$1.25

Receiving No. 6209

S.W. BOGGS WORTH STATIONERY CO. KANSAS CITY, MO. 64102

FROM
The Building Association of Kansas Alpha Chapter
of Phi Kappa Psi, a corp.
TO

The Central Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of
June A. D. 1938, At 11:57 P. M.

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 15th day of June in the year of our Lord, nineteen hundred and
Thirty-Eight, by and between The Building Association of Kansas Alpha Chapter of Phi Kappa
Psi, 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

FIVE HUNDRED

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 2 feet wide off of Lot Four (4) along the South side of said Lot less 8 feet off of
East end of said South 2 feet of said Lot Four (4), in Block Fifteen (15) of Lane's Second Addition
to the City of Lawrence; all of Lot Twelve (12), Block Two (2), Grand Addition to the City of Lawrence,
less 8 feet off of East end of said Lot and part of Lot Eleven (11), Block Two (2) Grand Addition
to the City of Lawrence described as follows, to-wit: Beginning at the Northwest corner of Lot Eleven
(11), thence East 117 feet, thence South 28 feet, thence West 117 feet, thence North 28 feet to place
of beginning, all of the above described property being in the City of Lawrence, Douglas County,
Kansas, said tract to measure 26 by 117 feet, excepting reservation in deed from Lillian R. Leis and
husband to Ethel A. Allen, said deed being dated July 6, 1912, and recorded in Book 91, at Page 133,
Beginning 2 feet North of the southwest corner of Lot Four (4), Block Fifteen (15), Lane's Second
Addition to the City of Lawrence, Douglas County, Kansas, thence North 130 feet, to the North line of
Lot Six (6), thence East 117 feet, thence South 130 feet, thence West 117 feet to the place of begin-
ning, making a total frontage of 130 feet by 117 feet in depth excepting the right of record to run
and maintain a private four inch sewer pipe along South line of Lot Five (5) on line of present sewer
pipes to connect with main sewer on Indiana Street, such private sewer not to interfere in any manner
with any buildings to be built.

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 ~~for \$25,000 dated May 31, 1928,~~
reduced to \$19,000.00 payment of which has been extended to July 1, 1948

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 \$500.00, payable in two installments
as follows: \$250.00 Due January 1, 1939 \$250.00 Due July 1, 1939 With interest thereon at the rate of 5% per
annum from July 1, 1938 until due payable semi-annually on the first days of July and January and
thenceforth 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
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.

The Building Association of Kansas Alpha Chapter

Phi Kappa Psi, a Corp.,

By: F.D. Baty President
Corlett J. Cotton Secretary

(CORP. SEAL)

STATE OF KANSAS,

BE IT REMEMBERED, That on this 15th day of June
A. D. 1938, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came F.D. Baty President and
Corlett J. Cotton Secretary of The Building Association of Kansas Alpha Chapter of Phi Kappa Psi,
a Corporation

such officers and to be as such officers
personally known to me to be the same person as who 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.

(SEAL)

Rosa Robinson Notary Public.

Commission expires Jan 15, 1942.

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this day of

June 16 1939 19
(Cof Seal)

The Central Trust Company,
by Lucien Gray Treasurer
LUCIEN GRAY

This Release
was written
on the original
Mortgage
entered
this 15th day
of June 1938
Harold A. Beck
Reg. of Deeds.