

MORTGAGE RECORD 74

Reg. No. 2848
Fee Paid, \$ 65.00

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FROM
Epsilon chapt. of Phi Kappa Frat.
TO
Law. E. & L. Ass'n

STATE OF KANSAS, DOUGLAS COUNTY, ..
This instrument was filed for record on the 7 day of
APR. A. D. 1927, at 2:45 P. M.
Geo. E. Wellman
By: Register of Deeds.
Deputy.

THIS INDENTURE, Made this thirty first of March
hundred and twenty seven between
The Epsilon Chapter of Phi Kappa, a corporation
of Lawrence in the County of Douglas and State of Kansas
part of the first part, and The Lawrence Building and Loan Association
part of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of
Twenty six thousand 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 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 the northeast corner of lot seven (7) in block five (5) in Babcock's addition to
the city of Lawrence, thence west six hundred forty (640) feet, thence south ten (10) feet
thence east two hundred fifty two (252) feet, thence south two hundred (200) feet thence east
one hundred forty eight (148) feet, thence north ten (10) feet, thence east fifty (50) feet
thence north one hundred eighty five (185) feet, thence east one hundred ninety (190) feet to the
east line of lot seven (7) mentioned above thence north fifteen (15) feet to place of beginning
all in the city of Lawrence, Kansas.

with the appurtenances and all the estate, title and interest of the said part of the first part therein.
And the said part of the first part do hereby covenant and agree that the delivery hereof it is the lawful owner of the premises above granted, and
seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 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 of the second part, the loss, if any, made payable to the part of the second part to the extent of
its interest. And in the event that said part 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 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
Twenty six thousand DOLLARS,
according to the terms of one certain written obligation for the payment of said sum of money, executed on the 31st day of March 1927,
and by its terms made payable to the part 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 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 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 provided, 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 mortgage 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 and 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 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 benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner provided by law and out of all proceeds 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 of the first part, on
demand, to the part of the second part.
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 of the first part by its duly authorized president and
and seal _____ the day and year last
above written.

Epsilon Chapter of Phi Kappa (SEAL)
Chas. N. Keating--Pres; (SEAL)
B. J. Bonner--Secy. (SEAL)
(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 31st day of March A. D. 1927, before me, a
Notary Public in the aforesaid County and State, came
Chas N. Keating President and B.J. Bonner Jr. Secretary Epsilon Chapter Phi Kappa

LS 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 18th day of October 1928

I. C. Stevenson
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 23rd day of June 1927

R. E. Egan
Secretary (Corp. Seal)
The Lawrence Building and Loan Association
by H. C. Brinkman, Treas. Mortgagee. Owner.

This release
was written
on the original
mortgage
entered
this 26th day
of June
1927
D. W. [Signature]
Reg. of Deeds