

## MORTGAGE RECORD 74

Reg. No. 3859

Fee Paid, \$9.25

FROM

Pi Upsilon Fraternity  
TO

Merchants Loan &amp; Savings Bank

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of

Dec A. D. 1928, at 8:40 A. M.

By Joakim Wellman Register of Deeds.  
Deputy.THIS INDENTURE, Made this first day of December, in the year of our Lord, one thousand nine hundred and twenty-eight between Pi Upsilon Fraternity, a Corporation,of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and The Merchants National Bank----- Lawrence, KansasWITNESSETH, That the said part Y of the first part, in consideration of the sum of Thirty-seven Hundred and no/100 (\$3700.00)--- DOLLARS, to them July paid, the receipt of which is hereby acknowledged, have YE sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y 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 One Hundred Eighty-eight (188) feet North of the South line of the Southwest Quarter (4) of Section Thirty-one (31) Township Twelve (12) Range Twenty (20); thence South Seventy-five (75) feet, thence East Ninety (90) feet, thence North Seventy-five (75) feet, thence West Ninety (90) feet to point of beginning, all in the City of Lawrence,-----

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

And the said part ies 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 seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance excepting a \$5000.00 mortgage to The Merchants Loan & Savings Bank, Lawrence, Kansas-----It is agreed between the parties hereto that the part Y of the first part shall as 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 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 of the second part, the loan, 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 ies 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 GRANT is intended as a mortgage to secure the payment of the sum of Thirty-seven Hundred and no/100according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of December DOLLARS. 128 and by ies 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 ies 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 ies of the first part shall fail to pay the same as provided in this indenture.And this conveyance shall be void if said 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 insurance is not kept up, as provided herein, or if the buildings on and 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 Y of the second partto 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 thereon; and to sell the premises hereby granted, or any part thereof, in the manner provided 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 ies.

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 herein.

IN WITNESS WHEREOF, The parties of the first part have YE hereunto set their hand and seal on the day and year last above written.

Pi Upsilon Fraternity (SEAL)

By Warren V. Woody, Pres. (SEAL)

Joseph Radotinsky Sec. (SEAL)

(SEAL)

STATE OF KansasCOUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 1st day of December A. D. 1928, before me, a

Notary Public

in the aforesaid County and State, came Warren V. Woody, President of Pi Upsilon Fraternity, and Joseph Radotinsky, Secretary of the Pi Upsilon Fraternity,to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

L.S.

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 1929

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 2nd day of October 1928The First National Bank of Lawrence, Kansas  
Mortgagee. Owner.  
By F. P. Whipple Vice Pres.(Copy Seal)This release was written on the original mortgage entered this 2 day of Oct 1928  
James A. Burt  
Reg. of Deeds