

## MORTGAGE RECORD 74

Reg. No. \_\_\_\_\_  
Fee Paid, \$ \_\_\_\_\_FROM  
The Alumni Board of the Kansas Gamma Chapter of  
Sigma Phi Epsilon Fraternity, Inc.

TO

The Grand Chapter of Sigma Phi Epsilon Fraternity

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 30 day of  
April A.D. 1929 at 3:50 P.M.*Elmer E. Cummings*

Register of Deeds.

By \_\_\_\_\_ Deputy.

THIS INDENTURE, Made this thirtieth day of April \_\_\_\_\_, in the year of our Lord, one thousand nine hundred and twenty-nine \_\_\_\_\_ between \_\_\_\_\_  
The Alumni Board of the Kansas Gamma Chapter of The Sigma Phi Epsilon Fraternity, Inc., a  
Kansas corporation  
of Lawrence \_\_\_\_\_ in the County of Douglas \_\_\_\_\_ and State of Kansas  
part \_\_\_\_\_ of the first part, and The Grand Chapter of the Sigma Phi Epsilon Fraternity \_\_\_\_\_ part \_\_\_\_\_ of the second part.

WITNESSETH, That the said part \_\_\_\_\_ 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 \_\_\_\_\_ 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 600.84 feet west of the center of Section 36, Township 12 South Range 19 East, Douglas County, Kansas; thence West 350 feet; thence South 131 feet thence East 308.1 feet; thence North 17 degrees, 46 minutes East 137 feet and nine inches to place of beginning.

(This mortgage is given as a substitution for a certain mortgage heretofore given The Board of Trustees of the Endowment Fund of the Sigma Phi Epsilon Fraternity, dated Apr. 15th, 1929, and recorded in Book 72 of Mfg. at page 349, and released Apr. 29, 1929, for the purpose of correcting the names of grantor and grantee.)

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 at the delivery hereof it is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances subject to two (2) mortgages in favor of the Lawrence Building and Loan Ass'n for \$45,000 and \$5,000 respectively 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 party 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 Seven Thousand and no/100 (\$7,000.00) and interest coupons attached \_\_\_\_\_ Dollars, according to the terms of ten \_\_\_\_\_ certain written obligations \_\_\_\_\_ for the payment of said sum of money, executed on the 30th day of April 1929 and by \_\_\_\_\_ 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 specified, 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 said 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 \_\_\_\_\_ of the second part \_\_\_\_\_ or its assigns 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 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 \_\_\_\_\_ making such sale, on demand, to the first 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 \_\_\_\_\_ its President and Secretary \_\_\_\_\_ and seal \_\_\_\_\_ the day and year last above written.

The Alumni Board of the Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Inc.

By Gus Rau Jr. President (SEAL)

Corp. Seal

Attest: E. S. Hampton Secretary (SEAL)

(SEAL)

STATE OF \_\_\_\_\_ Kansas \_\_\_\_\_ ss.  
COUNTY OF \_\_\_\_\_ Douglas \_\_\_\_\_

BE IT REMEMBERED, That on this 30th day of April A.D. 1929, before me, a Notary Public \_\_\_\_\_ in the aforesaid County and State, came Gus Rau, Jr., President of

Legal Seal

The Alumni Board of the Kansas Gamma Chapter of the Sigma Phi Epsilon Fraternity, Inc. to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same and declared the same to be the act of said corporation.

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 1932

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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Mortgagee. Owner.

In Return see Book 74 Page 322