

MORTGAGE RECORD 74

Reg. No. 180
Fee Paid, \$ 28.50

FROM

Zeta Theta Tau House Corporation
TO

Lawrence Building & Loan Association

STATE OF KANSAS, DOUGLAS COUNTY, ..

This instrument was filed for record on the 2 day of
May A. D. 1929 at 9:05 A. M.By *Chas. E. Cunningham* Register of Deeds.
Deputy.THIS INDENTURE, Made this First day of April, 1929, in the year of our Lord, one thousand nine
hundred and Twenty-nine between
Zeta Theta Tau House Corporationof Lawrence in the County of Douglas and State of Kansas
part Y. of the first part, and Lawrence Building & Loan Association

WITNESSETH, That the said part Y. of the first part, in consideration of the sum of Ten Thousand Five Hundred Fifty-one and no/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do sell as 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:

Commencing at a point on the West line of Tennessee St., One Hundred Eighty-eight (188) feet North of the South Line of Section, Thirty-one (31) Township, Twelve (12), Range Twenty (20); Thence West Two Hundred Fifty (250) feet; Thence North Ninety-five (95) feet; Thence East Two Hundred Fifty (250) feet to the West line of Tennessee St.; Thence South along the West line of Tennessee St. to the place of beginning all in the City of Lawrence

with the appurtenances and all the estate, title and interest of the said part Y. of the first part thereon.
And the said part Y. of the first part do hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, andand that it will warrant and defend the same against all parties making lawful claim thereon.
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 it shall be specified and directed by the part 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 GRANT is intended as a mortgage to secure the payment of the sum of
Ten Thousand Five Hundred Fifty-one and no/100

DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the first day of April 1929

and by the 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.
Add this covenant 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 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 the covenantance 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

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 Y. making such sale, on demand, to the first part Y.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon 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 by its president and secretary
hand and seal the day and year last above written.

Corp. Seal

ZETA THETA TAU HOUSE CORPORATION (SEAL)

E. F. Kindsvater Pres. (SEAL)

L. H. Brotherson Secy. (SEAL)

STATE OF Kansas
County of Wyandotte ss.BE IT REMEMBERED, That on this first day of April, A. D. 1929, before me, a
notary public in the aforesaid County and State, cameE. F. Kindsvater, as president of Zeta Theta Tau House Corporation
to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the executionof 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 17th day of July 1931

David J. Smith 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 17th day of September 1929J. C. Stevenson
Rep. Conf. Del.Lawrence Building & Loan Assn
George C. Feltner
Mortgage OfficerThis Release
was written
on the original
Mortgageentered
this 17th day
of September
1929

Notary Public

J. C. Stevenson