

## MORTGAGE RECORD 76

Reg. No. 807  
Fee Paid, \$12.50

FROM

Nu Chapter of Sigma Nu Fraternity, a corp.

TO

John M. Roberts, Grand Treasurer

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17 day of May A. D. 1930, at 1:30 o'clock P. M.

By E. E. Connelley Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 15th day of May, in the year of our Lord, one thousand nine hundred and thirty between Nu Chapter of Sigma Nu Fraternity, a corporation

of Lawrence in the County of Douglas and State of Kansas part y of the first part, and John M. Roberts, or his successor, as Grand Treasurer of, and Trustee for Sigma Nu Fraternity part y of the second part.

WITNESSETH, That the said part y of the first part, in consideration of the sum of Five Thousand DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es. 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:

Douglas County, Kansas. Beginning at the South East corner of the North West Quarter (4) of Section Thirty-six (36) Township Twelve (12), Range Nineteen (19) thence West Eighteen and Fifty one-hundredths, (18-50/100) chains, thence north Eight and One-half (8½) degrees east Twelve and Eighty-seven hundredths (12-87/100) chains, thence east Eight and Ninety-six one hundredths (8-96/100) chains, thence south Ninety-one one hundredths (91/100) chains, thence east Five and seven one hundredths (5-7/100) chains, thence North Ninety-one one hundredths (91/100) chains, thence east Two and Fifty-seven one hundredths (2-57/100) chains, thence south Twelve and Seventy-five one hundredths (12-75/100) chains to the place of beginning, less two acres in the southeast corner, the same being Twenty-eight (28) rods north and south and Eleven and Forty-two one hundredths (11-42/100) rods East and West containing Nineteen Nineteen and one-half (19½) acres more or less, less the Ninety-seven one hundredth (97/100) of an acre as described in Deed to Alice M. Weyn recorded March 15, 1921, in Deed Book, Number 109, page 225, the Forty (40) foot roadway running from Warren (now Ninth Street) to the Nineteen and one-half (19½) acre tract above described.

Also Beginning Ten hundred Sixty-two (1062) feet east of the South West corner of the North West Quarter (4) of Section Thirty-six (36) Township Twelve (12) Range Nineteen, (19), thence north Eight and one-half (8½) degrees East Twelve hundred twenty-one (1221) feet to North line of Warren Street produced, thence east Three hundred fifty-seven (357) feet, thence south on a parallel line Twelve hundred twenty-one (1221) feet, thence west Three hundred fifty-seven (357) feet to place of beginning, containing ten (10) acres more or less, and containing in the aggregate Twenty-eight and one-half (28½) acres more or less.

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

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, and seined of a good and inalienable estate of inheritance therein, free and clear of all incumbrances except first Mtg. of \$22,000.00 to Prudential Inv. Co. Topeka, Kansas.

and that they will defend the same against all parties making lawful claim therein.

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 they will pay 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 y of the second part, the loss, if any, made payable to the part y of the second part to the extent of his 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 MORTGAGE and shall bear interest at the rate of 10% from the date of payment until fully paid.

Five Thousand DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do es. 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:

according to the terms of one certain written obligation for the payment of said sum of money, executed on this 15th day of May 1930

and by its 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 increase 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.

And the covenants 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 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 said premises, then the covenants 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, or his successors 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 prescribed 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 such and every obligation therein contained, and all benefits accruing therefrom shall extend and more 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 hereunto set its hand and seal, the day and year last above written.

Nu Chapter of Sigma Nu Fraternity a Corp. (SEAL)

Edw. H. Hashinger President (SEAL)

E. F. Engel Secretary (SEAL)

(SEAL)

Corp. Seal

STATE OF Kansas  
COUNTY OF Douglas

BE IT REMEMBERED, That on this 17th day of May A. D. 1930, before me, a

Notary Public in the aforesaid County and State, came

E. H. Hashinger, President and E. F. Engel, Secretary of Nu Chapter of Sigma Nu Fraternity to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

Legal Seal

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 20 day of January 1934

E. L. Falkenstein

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

Mortgage. Owner.