

## MORTGAGE RECORD 76

Reg. No. 830

Fee Paid, \$19.25

FROM

X1 Chapter of Sigma Kappa  
10

Berry McAlester, Columbia Missouri

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2 day of  
June A. D. 19 30, at 3:15 o'clock P. M.*E. E. Armstrong*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 2nd day of June, in the year of our Lord, one thousand nine hundred and thirty between  
X1 Chapter of Sigma Kappa, a corporation, by its President, its Treasurer and its Trusteeof in the County of Douglas and State of Kansas  
part of the first part, and Berry McAlester, Columbia, Missouri part of the second part.WITNESSETH, That the said part of the first part, in consideration of the sum of  
Seven Thousand Six Hundred Ninety Eight & 45/100 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 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 Two Hundred Eighty-one and Five-tenths (281.5) feet South and one hundred fifty-seven (157) feet Eight (8) inches East of the intersection of the west line of Babcocks Addition (being the west line of the Northwest Quarter of Section Six (6) Township Thirteen (13) Range Twenty (20) with the center line of Euclid Street (vacated) produced West, for a point of beginning; thence due East One Hundred Thirty (130) feet; thence due South Fifty (50) feet; thence on an arc of a circle Two Hundred Twenty and Nine-tenths (220.9) feet Southwesterly to a point Two Hundred Seven and Twenty-five Hundredths (207.25) feet South of the point of beginning; thence North Two Hundred Seven and Twenty-five Hundredths (207.25) feet to the point of beginning, less the West Ten (10) feet of the North Twenty-five (25) feet deeded for roadway, all in the City of Lawrence, Douglas County, Kansas, being lots Numbered Thirteen (13) and Fourteen (14) in Fort Thatcher Place, vacated, less said roadway.

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 es. hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage dated January 15, 1925, in the amount of \$20,000.00 to the Central Trust Company 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  
Seven Thousand Six Hundred Ninety Eight & 45/100 DOLLARS, according to the terms of its certain written obligation for the payment of said sum of money, executed on the 2nd day of June, 1930, 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 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 in 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, 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 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 of the second 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 has hereunto set its hand and seal the day and year last above written.

X1 Chapter of Sigma Kappa, a corporation (SEAL)

By Annette Bartels President, (SEAL)

By Helen Laughlin Treasurer (SEAL)

By Ruth E. Litchen Trustee (SEAL)

Corp. Seal

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 2 day of June, A. D. 19 30, before me, a  
Notary Public in the aforesaid County and State, came Annette Bartels President and

Helen Laughlin Treasurer and Ruth E. Litchen, Trustee of X1 Chapter of Sigma Kappa a corporation personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same as the voluntary act and deed of such corporation

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 day of

Elsie E. Armstrong

Register of Deeds

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.

For Release See book 33 page 519