

MORTGAGE RECORD 76

Reg. No. 2384
Fee Paid, \$ 8.75

FROM

The Building Corporation of Kansas Gamma Mu Chapter
of Alpha Tau Omega Fraternity, a Corporation
TO

The First Savings Bank of Lawrence, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 2nd day of
May A. D. 1934, at 2:45 o'clock P. M.*Edna C. Connelley*Register of Deeds.
Deputy.

By

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine
hundred and thirty-four, between The Building Corporation of Kansas Gamma Mu Chapter of
Alpha Tau Omega Fraternity, a Corporation,of Lawrence in the County of Douglas and State of Kansas,
part Y of the first part, and The First Savings Bank of Lawrence, Kansas,WITNESSETH, That the said part Y of the first part, in consideration of the sum of
Thirty-five Hundred and no/100 (\$3500.00) ----- 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 Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Lots Numbered Forty-one (41) and Forty-three (43) and the East Half (E½) of Lot Numbered
Forty-five (45); and Lots Numbered Seventy-three (73), Seventy-five (75), Seventy-seven
(77), Seventy-nine (79), Eighty-one (81), Eighty-three (83), Eighty-five (85), Eighty-
seven (87), and Eighty-nine (89); all in Block Twenty-one (21) of that part of the
City of Lawrence known as West Lawrence.

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
wield of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 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 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
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
Thirty-five Hundred and no/100 ----- DOLLARS,according to the terms of one certain written obligation for the payment of said sum of money, executed on the first day of May 1934
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 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.And this conveyance 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 as good repair as they are now, or if waste is committed on and 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
amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, 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 therein contained, and all benefits accruing therefrom shall extend
and there to said be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.IN WITNESS WHEREOF, The party of the first part has hereunto set its hand and seal on the day and year last
above written.

Corp. Seal

THE BUILDING CORPORATION OF KANSAS GAMMA MU
CHAPTER OF ALPHA TAU OMEGA FRATERNITY (SEAL)

By O. A. Zimmerman Pres. (SEAL)

Albert E. Haas Sec. (SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Legal

BE IT REMEMBERED, That on this 1st day of May A. D. 1934, before me, a

Notary Public

in the aforesaid County and State, came O. A. Zimmerman and Albert
E. Haas, President and Secretary respectively of The Building Corporation of Kansas
Gamma Mu Chapter of Alpha Tau Omega Fraternity, who executed the foregoing instrument and duly acknowledged the execution
of the same.

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 13th day of July 1936

George Docking
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 27th day of May 1934*Louis Lowenstein*
Mortgagee. Owner.This Release
was written
on the original
Mortgageentered
this 6th day
of May 1934*Harold R. Beck*
Reg. of Deeds.

For Assignment see Book 83 page 201

B. H. GALLAGHER, Clerk of the Probate Court of Douglas County, Kansas, do hereby certify that a judgment of foreclosure of the mortgage herein named