

The Corporation hereby covenants and agrees that it will keep and perform all the covenants and agreements by it to be done and performed as herein expressed; that it is now the lawful owner of the above described and granted premises, and that the same are free and clear of all incumbrances, except a First Mortgage to the Capitol Building & Loan Association of Topeka, Kansas, executed as security for the payment of the sum of Fifty Thousand (\$50,000.00) Dollars, dated April 9, 1930, and recorded in Book 77 page 72, in the office of the Register of Deeds of Douglas County, Kansas, and that it will warrant and defend the title of the said premises except as to the Mortgage above mentioned.

Now Therefore, If the corporation shall pay or cause to be paid all sums of money as the same shall become due and payable according to the terms of said bonds and coupons thereto attached, and shall keep and perform all and singular the several covenants and agreements as herein set forth then this Trust shall cease and be void and the property herein conveyed shall be released at the cost of the Corporation by the Trustee, who is hereby authorized and empowered to execute such release, but if the said bonds or the said coupons or any part thereof be not paid when the same shall become due and payable or if default be made in the fulfillment of the aforesaid covenants and agreements or any of them, then the Trustee is hereby expressly authorized to declare the entire sum due and payable without notice, and to foreclose and sell the said real estate herein conveyed according to law. Should any default occur as aforesaid then upon the written request of at least eighty percent (80%) in amount of bondholders, The Trustee, shall forthwith institute and diligently prosecute proceedings in foreclosure.

The Corporation hereby appoints the said Merchants National Bank, Lawrence, Kansas, its agent for the transfer, registration and payment of said bonds, and to foreclose the said Mortgage if there be default in the payments as herein and in said bonds provided.

The Merchants National Bank of Lawrence, Kansas, hereby accepts the Trust herein created, but under the express conditions that it shall be no part of the duty of the Trustee to record or file this Mortgage, nor to effect insurance upon the mortgaged property nor to renew the same nor keep itself informed of the payment of taxes or assessments that may be imposed upon such property, nor to require the payment of the same, nor to be responsible for the performance by The Corporation of any of the agreements and covenants to be done and performed by The Corporation.

All the terms and provisions hereof bind and are for the benefit of the Heirs, executors, administrators, Trustees or assigns of the several parties.

In Witness Whereof, The parties hereto have caused their respective corporate names to be signed by their respective officers duly authorized and their respective corporate seals to be affixed attested by their respective secretaries on the day and year first above written.

Corp. Seal

The Alumni of Kansas Chapter of Delta Upsilon
By Stewart S. Bloss
President.

Attest:

Everett R. Meyer
Secretary

STATE OF KANSAS,
COUNTY OF COWLEY,

On this 15th day of April, 1930 before me the undersigned Notary Public in and for the county and state aforesaid personally appeared Stewart S. Bloss to me personally known, who being by me duly sworn, on oath says: That he is the President of The Alumni of Kansas Chapter of Delta Upsilon, a corporation, and that the seal affixed to the foregoing Mortgage is the corporate seal of said corporation and that the said instrument was signed and sealed on behalf of the corporation by the authority of its Board of Directors and the said Stewart S. Bloss duly acknowledges said instrument to be the act and deed of said corporation for the purposes therein expressed.

In Witness Whereof I have hereunto set my hand affixed my official seal the day and year last above written.

Legal Seal

My commission expires March 29, 1933

Grace Hill
Notary Public

Recorded May 9, 1930 A. D. at 2:00 P. M.

Ernest E. Armstrong - Register of Deeds

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That the Collins Mortgage Company, (a corporation), the mortgagee named in a certain mortgage executed by Mary E. Eberhart, a single woman, on the 18th day of January 1930 upon the following described real estate in Douglas County, Kansas, to-wit: A tract of land beginning at a point 81 rods East of the Northwest corner of Southeast Quarter of Section Two (2) Township Fourteen (14), Range Nineteen (19) thence East 79 rods to the Northeast corner of said Quarter Section; thence South 92.8 rods; thence West 127 rods to the center of the public highway; thence following the center line of said highway in a Northeasterly direction about 110 rods to the point of beginning, containing 60 acres, more or less, and recorded in the Mortgage Record No. 77 on Page 29 of the records in the office of the Register of Deeds of said county, in consideration of the sum of Twelve Hundred and no/100 Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Equitable Life Assurance Society of the United States, a New York corporation having its principal office in the City of New York, County of New York, State of New York, its successors or assigns, the above described mortgage deed, the real estate thereby conveyed, the note, bond, debt and claim thereby secured, and the covenants therein contained. To have and to hold the same forever, subject, nevertheless, to conditions therein set forth. And the said mortgagee covenants that there is now owing and unpaid on account of said mortgage the principal sum of \$1200.00 with interest.

IN WITNESS WHEREOF, The said Mortgagee has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 9th day of May 1930

Corp. Seal

COLLINS MORTGAGE COMPANY
By M. H. Collins
President

Attest: Hulda Lundsted
Assistant Secretary