

MORTGAGE

THIS INDENTURE, Made this 10th day of May in the year 1930 by and between Alpha Xi Chapter of the Sigma Chi Fraternity, a corporation, of the County of Douglas and State of Kansas, parties of the first part, and The Prudential Investment Company, Trustee for those holding the obligations secured by this instrument, party of the second part, WITNESSETH:

That for and in consideration of the sum of Forty Thousand and no/100 (\$40,000.00) Dollars, paid by the party of the second part to said parties of the first part, the receipt whereof is acknowledged, the parties of the first part do by these presents Grant, Bargain, Sell, Convey and Confirm unto the party of the second part, its successors and assigns forever, all of the following described real estate situated in the County of Douglas and State of Kansas to-wit: All of Lots Eight (8) Nine (9) and Ten (10) and the East 100 feet of Lots Three (3), Four (4) and Five (5) all in Block Five, in Babcock's Addition to the City of Lawrence.

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise pertaining unto the party of the second part, and to its successors and assigns, or its successor in this trust, to their sole and proper use, benefit and behoof, forever. The parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the above granted premises, and are seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the party of the second part, its successors and assigns, or its successor, or in this trust, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

(1) The parties of the first part are justly indebted unto the party of the second part in the principal sum of Forty Thousand and No/100 (\$40,000.00) Dollars, lawful money of the United States of America, being for a loan thereof made by the party of the second part to the parties of the first part, and for which the parties of the first part have executed forty-nine promissory notes amounting in the aggregate to the sum of Forty Thousand and No/100 (\$40,000.00) Dollars, which notes are numbered from 813 to 867, inclusive, and in denominations as follows: Nos. 813-820-822-825-826-829-836- 837-839-840-842-843-845-846-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862- \$1000 ea. Nos. 821-824-827-830-831-832-833-834-835-838-841-844-847-863-864-865-866-867- \$500.00 ea. each of said notes being payable to the party bearer upon the maturities stated therein, each bearing dates herewith, and all delivered to the party of the second part; said notes bear interest at the rate of 5 1/2 per cent per annum, payable semi-annually on the 1st day of June and December according to the tenor of coupon interest notes thereto attached, at the National Bank of Topeka, Topeka, Kansas.

(2) The parties of the first part hereby promise to pay said indebtedness according to the terms and conditions of said notes, and the terms and conditions hereof, together with interest thereon as provided in said notes and in this indenture.

(3) The parties of the first part further covenant for themselves, their executors, administrators and assigns, that they will during all of the time until all of said indebtedness secured by these presents shall be fully paid and satisfied, pay and discharge immediately after they shall be or become due or payable, all taxes, assessments, or charges which may be levied, laid or assessed upon the above described premises, and/or any part thereof; and, that they will pay when due all premiums on policies of insurance to the amount of Forty Thousand and No/100 (\$40,000.00) Dollars, under which said premises shall be insured in good and responsible insurance companies authorized to transact business in the State where said property is situated, and keep said policies renewed and in full force and effect until all indebtedness secured by these presents shall have been fully paid and discharged; said policies to be made payable to the party of the second part as its interest may appear and be delivered to the party of the second part as further security for such indebtedness; and in case the parties of the first part shall fail or neglect to pay all such taxes, assessments, charges, insurance premiums or either of them or any part thereof, after the same shall be or become due and payable, then the said party of the second part, its successor in trust, and/or its assigns, may pay the same; and any sum so paid with interest thereon at the rate of 10 1/2 per annum from the time of such payment, the parties of the first part promise to pay to the party of the second part, and agree that the same shall be and be deemed to be secured by these presents, and shall be collectible thereon, and thereby in like manner as the said principal sum and interest.

(4) In case of loss by fire or other casualty, the party of the second part may, at its option, elect to collect the amount of such loss from such insurers, or, to have the buildings upon said premises repaired, or new buildings erected thereon, which shall be and remain a part of the security under this indenture. And the parties of the first part covenant that they will keep all buildings, fences and other improvements upon said premises, in as good repair and condition as the same are at this date, and that they will not commit waste upon said premises.

(5) In case the parties of the first part shall make default in the payment of any of said notes or of any interest thereon, when the same becomes due and payable, or shall fail to pay any and all taxes, assessments or charges coming against said premises, or shall fail to pay any premium on policies of insurance as provided herein, then and in either of such events and/or defaults, the party of the second part and/or its successor in trust, or assigns, may, and at the request in writing of the holders of a majority in amount of said notes, shall, elect that the whole amount of said notes, arrearages of interest thereon, or any other sum provided to be paid shall become due and payable immediately, notwithstanding the period limited for the payment thereof may not then, in fact, have expired.

(6) Whenever the indebtedness secured hereby, or any part thereof, may become due, and remain unpaid, whether by maturity according to the terms of said notes, or by election as herein provided, the party of the second part and/or its successor in trust, or assigns, shall have the right to foreclose the lien of this indenture and in case said premises shall be sold, pursuant to a decree of foreclosure, the party of the second part and/or its successor in trust, or assigns, shall have the right to become a purchaser at such sale, and to satisfy all legal requirements, as to the release of this indenture and the satisfaction of any judgment, and upon acquiring title to said premises may hold the same as security for its proper expenditures and expenses and until the surrender by the holders of all of said promissory notes, whereupon the party of the second part shall be bound to convey said property as may be directed by the holders of said notes and thereupon all obligations of said party of the second part shall cease and determine.

IN WITNESS WHEREOF, The parties of the first part have hereunto subscribed their names on the day and year first above written.

Corp. Seal

Attest

John A. Kroh

Secretary.

ALPHA XI CHAPTER OF THE SIGMA CHI FRATERNITY,
a corporation

By Justin D. Bowersock

President.

The Amount Secured by this mortgage has been paid in full, and the same is hereby cancelled, this 28th day of May, 1944.
H.A. Roberts
Secy.

Trask State City National Bank of Kansas City
H.A. Roberts
Secy.

For assignment see book 77, page 369
Reg. No. 838
Pay to \$100.00

THIS RELEASE
#33 Written
#10 Original
#101
this 28th day
of May, 1944
at Kansas City,
Mo.
H.A. Roberts
Secy.

Noted
Reg. of Deeds
Thomas

beard

other

Corp.

Attes

front