

STATE OF MISSOURI,
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 2nd day of June A. D. 1930 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Justin D. Bowersock, President of the Alpha Xi Chapter of the Sigma Chi Fraternity, a corporation duly organized incorporated and existing under and by virtue of the laws of Kansas and John A. Kroh Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Legal Seal

My commission expires June 3, 1933.

Katherine Webber Notary Public

Recorded June 6, 1930 A. D. at 2:50 P. M.

Elaine E. Ammons Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 10th day of May A. D. 1930 by and between Alpha Xi Chapter of the Sigma Chi Fraternity, a corporation, of the County of Douglas and State of Kansas, part of the first part and The Prudential Investment Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-one Hundred Fifty and No/100 (\$2150.00) Dollars, the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part its successors and assigns, forever, the following-described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit: All of Lots Eight (8) Nine (9) Ten (10) Four (4) and Five (5) all in Block Five in Babcock's Addition to the City of Lawrence, of the Sixth Principal Meridian, containing ----- acres, more or less, according to government survey, together with the rents issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the party of the first part to The Prudential Investment Co. dated May 10, 1930 to secure the payment of \$40,000.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Prudential Investment Company in obtaining a loan for the part-- of the first part, secured by the prior mortgage of \$40,000.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest secured is paid wholly or partly before its maturity.

The said sum of \$2150.00 hereby secured is evidenced by four notes of even date herewith executed by the party of the first part and payable to the order of the party of the second part as follows:

\$500.00 on the first day of June 1932	\$----- on the first day of ---- 19--
\$500.00 on the first day of June 1933	\$----- on the first day of ---- 19--
\$550.00 on the first day of June 1934	\$----- on the first day of ---- 19--
\$600.00 on the first day of June 1935	\$----- on the first day of ---- 19--
----- on the first day of ---- 19--	\$----- on the first day of ---- 19--
----- on the first day of ---- 19--	\$----- on the first day of ---- 19--
----- on the first day of ---- 19--	\$----- on the first day of ---- 19--

bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be shall be paid by the party making such sale, on demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the part-- of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party then any part of principal or interest secured thereby and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set its hand & seal.

Corp. Seal

ALPHA XI CHAPTER OF THE SIGMA CHI FRATERNITY
By Justin D. Bowersock President

Attest:

John A. Kroh
Secretary

Recorded with 23 1930
Elaine E. Ammons
Register of Deeds

The following is reproduced from the original instrument.
The amount secured by this mortgage is \$2150.00, and the same is hereby advanced to the party of the first part, and the Prudential Investment Company is authorized to advance the same.