

MORTGAGE

THIS INDENTURE, made this 24 day of May, in the year of our Lord, one thousand nine hundred and thirty-two between Nu Chapter of Sigma Nu Fraternity, a corporation, of Lawrence in the County of Douglas and State of Kansas, party of the first part, and John M. Roberts, or his successor, as Grand Treasurer of VINNIESSETH, that the said party of the first part in consideration of the sum of Eight Thousand and Five Hundred Twenty-Two Dollars to it duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said party 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 the South East corner of the North West Quarter (4) of Section Thirty-six (36), Township Twelve, (12), Range Nineteen (19), thence West Eighteen and Fifty one-hundredths, (18-50/100) chains, thence north Eight and One-half (8-1/2) degrees east six one hundredths (8-96/100) chains, thence east Eight and Ninety-chains, thence east Five and seven one hundredths (5-7/100) chains, thence east Two five one hundredths (2-5/100) chains, thence south Twelve and Seventy-the Southeast corner, the same being Twenty-eight (28) rods north and south and Eleven one-half (19-1/2) acres more or less, less the Ninety-seven one hundredth (97/100) of an acre as described in Deed to Alice M. Weyn recorded July 26, 1930, in Deed Book, Number 124, page 211, the Forty (40) foot roadway running from Warren (now Ninth Street) to the Nineteen and one-half (19 1/2) acre tract above described.

Also beginning Ten hundred Sixty-two (1062) feet east of the South West corner of the North West Quarter (4) of Section Thirty-six (36) Township Twelve (12) Range Nineteen, (19), thence north Eight and one-half (8-1/2) degrees East Twelve hundred twenty-one (1221) feet to North line of Warren Street produced, thence east Three hundred fifty-seven (357) feet, thence south on a parallel line Twelve hundred twenty-one (1221) feet, thence west Three hundred fifty-seven (357) feet to place of beginning, containing ten (10) acres more or less, and containing in the aggregate Twenty-eight and one-half (28-1/2) acres more or less. Less the 2.4 acres more or less described in the partial release recorded in Volume 77 Page 221 of the Mortgage recorded in the above referenced Deed and all the estate, title and interest of the said party of the first part there-

is. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except first mortgage of \$22,000.00 to Prudential Investment Company of Topeka, Kansas, 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 party 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 becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in the amount of the unpaid balance of the note secured hereby and by a good reliable insurance company, the mortgagee to have the option of naming the same, the loss, if any, made payable to the mortgagee to the extent of its interest, and the mortgagor shall furnish the mortgagee with a certificate from the insurance company evidencing the existence of such insurance. And in the event that said party 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 party 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 \$8,222.00 Eight Thousand Two Hundred Twenty-Two Dollars according to the terms of one certain written obligation for the payment of said sum of money, executed on this _____ day of _____ 193____, and by its terms made payable to the party 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 party 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 party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained thereon 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 in as good repair as they are now, or if waste is committed on 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 party of the second part, or his successors, 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 overplus, if any there by, shall be paid by the party making such sale, on demand, to the first party.

It is agreed by the parties hereto that the terms and provision 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 party of the first part has hereunto set its hand and seal the day and year last above written.

Corporate Seal
ATTEST: E. F. Engel
Secretary

NU CHAPTER OF SIGMA NU FRATERNITY,
a corporation,

By: Edward H. Hashinger
President

STATE OF KANSAS }
COUNTY OF DOUGLAS } SS:

BE IT REMEMBERED, That on this 24 day of May, 1932, before me, a Notary Public in the aforesaid