

SAML. DODSWORTH STATIONERY CO KANSAS CITY MO 64101

and Fifty one-hundredths, (18-50/100) chains, thence north Eight and One-half (8-1/2) degrees east Twelve and Eighty-seven hundredths (12-87/100) chains, thence east Eight and Ninety-six one hundredths (8-96/100) chains, thence south Ninety-five (5-7/100) chains, thence North Ninety-one one hundredths (91/100) chains, thence east Two and Fifty-seven one hundredths (2-57/100) chains, thence south Twelve and Seventy-five one hundredths (12-75/100) chains, thence south Twelve two acres in the Southeast corner, the same being Twenty-eight (28) rods north and south and Eleven and Forty-two one hundredths (11-42/100) rods East and West containing Nineteen and 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. Hays recorded July 26, 1930, in Deed Book, Number 12th, 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 (1/4) of Section Thirty-six (36) Township Twelve 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 (357) feet to place of beginning, containing ten (10) acres more or less, and less the 2.4 acres, more or less, described in the partial release recorded in Volume 77 Page 221 of the Mortgage recorded in Volume 67 page 541.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. 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 become 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, 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 per cent from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of \$12,000.00 Twelve Thousand Dollars according to the terms of one certain written obligation for the payment of said sum of money, executed on this 2nd day of Feb. 1933, 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 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 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 surplus, if any there be, shall be paid by the party making such sale, on demand, to the first part.

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.

Corp. Seal (CORPORATE SEAL)

ATTEST:

E. F. Engel

Secretary

NU CHAPTER OF SIGMA NU FRATERNITY
A CORPORATION,By: Edward H. Hashinger
PresidentSTATE OF KANSAS }
COUNTY OF DOUGLAS } SS:

BE IT REMEMBERED, That on this 2nd day of February, 1933, before me, a Notary Public in the aforesaid County and State, came E. H. Hashinger, President, and E. F. Engel, Secretary of Nu Chapter of Sigma Nu Fraternity to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

Legal Seal
My commission expires on the 6th day of June, 1936.

Lucille Van Swearingen
Notary Public

Recorded Mar. 1, A. D. 1933 at 9:05 A. M.

Edw. C. Armstrong Register of Deeds