

MORTGAGE RECORD 83

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 15th day of July A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid came George D. Broakey to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Arthur S. Peck
Notary Public

(SEAL) (Commission expires October 3rd, 1940)

Recorded July 15, 1937 at 1:45 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 4608 A

M O R T G A G E

Reg. No. 1139
Fee Paid \$3.75

THIS INDENTURE, made this 15th day of July, 1937, between Nu Chapter of Sigma Nu Fraternity, a corporation, of Lawrence, in the County of Douglas, and State of Kansas, first party, and John M. Roberts, or his successor, as Grand Treasurer of and Trustee for Sigma Nu Fraternity, second party,

WITNESSETH THAT, the said first party, in consideration of the sum of Three Thousand Five Hundred Dollars (\$3,500.00) 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 second party, 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 ($\frac{1}{4}$) 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- $\frac{1}{2}$) 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-one one-hundredths (91/100) chains, thence east Five and seven one-hundredths 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 to the place of beginning, less 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- $\frac{1}{2}$) acres more or less, less the Ninety-seven one-hundredth (97/100) of an acre as described in Deed to Alice M. Mayn recorded July 26, 1930, in Deed Book, Number 124, page 211, the Party (40) foot roadway running from Warren (now Ninth Street) to the Nineteen and one-half (19- $\frac{1}{2}$) acre tract above described.

Also beginning Ten hundred Sixty-two (1062) feet east of the South West corner of the North West Quarter ($\frac{1}{4}$) of Section Thirty-six (36) Township Twelve (12) Range Nineteen, (19), thence North Eight and one-half (8- $\frac{1}{2}$) 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- $\frac{1}{2}$) acres more or less; less the two and four-tenths (2-4) acres, more or less, described in the partial release recorded in Vol. 77, page 221, of the mortgage recorded in Vol. 67, page 541,

with the appurtenances and all the estate, title and interest of the said first party therein.

And the said first party does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of good and indefeasible estate of inheritance therein, free and clear of all encumbrances, except a first mortgage in the amount of \$13,000.00 to The Prudential and Investment Company of Topeka, Kansas, and a second mortgage in the amount of \$12,000.00 to the mortgagee herein named and that said first party will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the first party 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 it 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 and reliable insurance company, the mortgagee, or second party, to have the option of naming the same, the loss, if any, made payable to the second party to the extent of its interest, and the first party shall furnish the second party with a certificate from the insurance company evidencing the existence of such insurance. In the event that said first party shall fail to pay such taxes when the same become due and payable and keep said premises insured as herein provided, then the second party may pay said taxes and insurance, or either of the same, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 8% per annum from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of \$3,500.00, according to the terms of one certain written obligation for the payment of said sum of money executed on the same date that appears at the beginning of this mortgage, and by its terms made payable to the second party, with all interest accruing thereon according to the terms of said obligation, and also to secure any sum or sums of money advanced by said second party to pay for any insurance or to discharge any taxes, with interest thereon as hereby provided, in the event the said first party 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 obligations contained herein fully discharged. If default be made in said payments, or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not kept paid when the same become due and payable, or if the insurance is not kept up, as herein provided, or if the buildings on said real estate are not kept in as good repair as they now are, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all 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 second party, or his successors, to take possession of the said premises and all the improvements thereon in the manner provided by law and 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 thereof, shall be paid by the party making such sale, or on demand, to the first party.

It is agreed by the parties hereto that the terms and provisions 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.

For Release see Book 75-P-378
in mortgage Book 511