

MORTGAGE RECORD 84

Reg. No. 2243

Fee Paid. \$ 10.00

137

FROM _____

TO _____

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of _____

April A. D. 19 40, at 10:45 o'clock A.M.

Harold A. Beck
Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this 6th day of April, in the year of our Lord, one thousand nine hundred and forty between _____

Zeta Theta Tau House Corporation

of Lawrence in the County of Douglas and State of Kansas

party _____ of the first part, and The Lawrence Building and Loan Association party _____ of the second part.

WITNESSETH, That the said part Y of the first part, in consideration of the sum of
Four Thousand and no/100 - - - - - DOLLARS, to them duly paid, the receipt of
which is hereby acknowledged, have said, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part Y of the second part,
the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots One (1), Two (2), and Three (3) less the South Ten (10) feet of Lot Three (3) in Ft. Thatcher Place, in the City of Lawrence.

STATE OF KANSAS)
DOUGLAS County,) ss.

Be it Remembered, That on this 10th day of April, A.D. 1940 before me, Arthur S. Peck, a Notary Public in and for said County and State, came J. O. Jones, President ZETA THETA TAU HOUSE CORPORATION to me personally known to be the same person who executed the foregoing instrument of writing, 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.

Arthur S. Peck
Notary Public.

(SEAL) My Commission Expires October 3, 1940

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

And the said part Y of the first part do GS hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises afove granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, except a mortgage of record in the amount of \$5,000.00 to The Lawrence Building and Loan Association dated April 6, 1960 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 Y 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, it will keep the buildings upon said real estate insured against fire and tornado in a sum and by such insurance company that shall be specified and directed by the party Y of the second part, for, if any, make payable to the party of the second part to the extent of its interest. And in the event that said party Y 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 Y of the second part may pay said taxes and insurance, 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 loan to secure the payment of the sum of Four thousand and no/100 DOLLARS \$4000.00 according to the terms of ONE certain written obligation _____ for the payment of said sum of money, executed on the 6th day of April 1940 and by its terms made payable to the part Y 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 Y of the second part to pay for any insurance or to discharge any tax with interest thereon as herein provided, in the event that said party Y of the first part shall fail to pay the same as provided in this indenture.

[illegible]

IN WITNESS WHEREOF, The part y_____ of the first part ha_s _____ hereunto set _____ its _____ hand and seal _____ the day and year last above written

ZETA THETA TAU HOUSE CORPORATION (SEAL)
V. O. Smeltzer, Sec'y. (SEAL)
J. O. Jones, Pres. (SEAL)
(SEAL)

STATE OF Kansas } ss.
County of Shawnee }

BE IT REMEMBERED, That on this 10th day of April A. D. 19 40, before me, a Notary Public in the aforesaid County and State, came

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 subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 16th day of July 1941.

(SEAL)

This release
was written
on the original
mortgage
entered
this 26 day
of May
1948

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 25th day of May, 1948.

Harold J Beck
Reg. of Deeds
Dorothy M. Beck
D-17