

DOUGLAS COUNTY

hereby agrees to assume said indebtedness and to pay interest upon said principal sum remaining unpaid from time to time, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of 6 per cent per annum, payable semi-annually for and during said term of extension; both principal and interest to be paid when due, at THE FIRST NATIONAL BANK, Lawrence, Kansas; and in case of default in payment of principal or interest, or in case of non-payment of taxes or breach of any of the covenants contained in said Mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Raybert Thornton
Allyne Thornton

STATE OF KANSAS
Douglas County, SS.

BE IT REMEMBERED, That on this 5th day of April A.D. 1943, before me, the undersigned, A Notary Public in and for the County and State aforesaid came Raybert Thornton and Allyne Thornton his wife 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 set my hand and affixed my official seal, the day and year last above written.

(SEAL) My Commission Expires Sept 17, 1945.

E B Martin
Notary Public

Recorded April 22, 1943 at 2:45 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 17294 <

PARTIAL RELEASE

State of Kansas, Douglas County, SS.

KNOW ALL MEN BY THESE PRESENTS, That I, Lawrence National Bank, Lawrence, Ks. of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated June 1st, 1941, made and executed by William S. Griesa and Esther E. Griesa of the first part to Lawrence National Bank, Lawrence Ks. of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 84, page 313, on the 3rd day of October, A. D. 1941 is as to

The Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section Twenty-five (25) Township Twelve (12), Range Nineteen (19) and a strip of land 3 rods wide off of the North side of the Southeast 10 acres of the South half of said Quarter Section, reserving a strip 30 feet wide off of the South side of said last described tract for a road, all being in Douglas County, Kansas.

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED,
This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hand this 16th day of April A. D. 1943

(CORP. SEAL)

Lawrence National Bank
By I J Meade
Executive Vice-President

STATE OF KANSAS)
Douglas County,) SS

Be it Remembered, That on this 21st. day of April, A. D. 1943, before me W. E. Decker, a Notary Public in and for said County and State came I. J. Meade, Executive Vice-President of The Lawrence National Bank, Lawrence Ks. to me personally known to be the same person who executed the within 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 of the day and year last above written.

(SEAL) My Commission Expires February 25, 1946

W E Decker
Notary Public

Recorded April 22, 1943 at 3:35 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 17295 <

S E C O N D
M O R T G A G E

Reg. No. 3404 /
Fee Paid \$52.75

THIS INDENTURE, Made this first day of May, in the year of our Lord, one thousand nine hundred and forty-three between The Kappa Alpha Theta Building Association, a corporation, of Lawrence in the County of Douglas and State of Kansas, party of the first part, and Kappa Alpha Theta Fraternity, a corporation, party of the second part.

WITNESSETH, that the said party of the first part in consideration of the sum of Twenty One Thousand One Hundred 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:

All of Lots 1, 2, 11 and 12; also the East $\frac{1}{2}$ of vacated Ohio Street lying West of Lots 1 and 2 being a strip 40 feet wide East and West and 190 feet North and South; also the South $\frac{1}{2}$ of vacated street 40 feet wide along the North sides of Lots 1 and 12, all in Block 5, in Babcock's Addition to the City of Lawrence, in Douglas County, Kansas.

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 one certain first mortgage in the original principal amount of \$35,000.00 dated July 27, 1937, in favor of J. C. Nichols and Herbert V. Jones, University trustees under the last will and testament of William Rockhill Nelson, deceased.

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 and 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 such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or 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

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