

## DOUGLAS COUNTY

STATE OF Illinois  
COUNTY OF Cook SS.

BE IT REMEMBERED, That on this 13 day of December, 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John M. Roberts who is personally known to me to be the Grand Treasurer of and Trustee for Sigma Nu Fraternity and to be the same person who executed the above and foregoing instrument of writing, and such person duly acknowledged the execution of the same.

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

Ingrid Stampen  
Notary Public

(SEAL) Term expires: July 25, 1948

Recorded December 31, 1945 at 9:10 A. M.

*Harold A. Beck*

Register of Deeds

Receiving No. 26110

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M O R T G A G E

Reg. No. 4541  
Fee paid \$10.00

THIS INDENTURE, made the Fifteenth day of December, A.D. 1945, between Arthur W. Petefish and Mary E. Petefish, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part.

Witnesseth: that the said party of the first part, in consideration of the sum of Four thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The Southwest fractional quarter of section eighteen (18), Township Thirteen (13), Range Eighteen (18)

To Have and to Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that he or she is or they are (as the case may be) lawfully seized of said premises and has or have good right to convey the same; that said premises are free and clear of all encumbrances; and that he, she or they will warrant and defend the same against lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Four thousand Dollars, payable as follows:

|                                     |  |
|-------------------------------------|--|
| \$50 on the first day of July, 1946 | \$50 on the first day of January, 1947   |
| \$50 on the first day of July, 1947 | \$50 on the first day of January, 1948   |
| \$50 on the first day of July, 1948 | \$50 on the first day of January, 1949   |
| \$50 on the first day of July, 1949 | \$50 on the first day of January, 1950   |
| \$50 on the first day of July, 1950 | \$50 on the first day of January, 1951   |
| \$50 on the first day of July, 1951 | \$50 on the first day of January, 1952   |
| \$50 on the first day of July, 1952 | \$50 on the first day of January, 1953   |
| \$50 on the first day of July, 1953 | \$50 on the first day of January, 1954   |
| \$50 on the first day of July, 1954 | \$50 on the first day of January, 1955   |
| \$50 on the first day of July, 1955 | \$50 on the first day of January, 1956   |
| \$50 on the first day of July, 1956 | \$50 on the first day of January, 1957   |
| \$50 on the first day of July, 1957 | \$50 on the first day of January, 1958   |
| \$50 on the first day of July, 1958 | \$50 on the first day of January, 1959   |
| \$50 on the first day of July, 1959 | \$50 on the first day of January, 1960   |
| \$50 on the first day of July, 1960 | \$2550 on the first day of January, 1961 |

with interest thereon from the first day of January, 1946, at the rate of Four per cent per annum, payable semi-annually on the first day of July and January in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum or any part thereof after the same becomes due or payable, whether its maturity shall result by lapse of time or by the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage, to declare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said party of the first part, and payable at the office of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and the party of the second part shall execute and deliver to the party of the first part a release thereof which shall be recorded at the expense of the party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal and the installments thereof at the times hereinbefore specified and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage; that the party of the second part, its successors or assigns, may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described premises and be secured by this mortgage, and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes, assessments, water rents, municipal or governmental rates, charges or impositions which may be levied or have been levied, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured against loss or damage by fire and windstorm in companies and in amounts satisfactory to said party of the second part, its successors or assigns, with loss payable to the party of the second part, its successors or assigns, as its or their interest may appear, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes, assessments, water rents, municipal or governmental rates, charges or impositions, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. Provided, however, in case the sum of interest reserved hereunder during any year during which this mortgage shall be in force, and the taxes levied and assessed upon the debt secured by this mortgage for said year shall exceed ten per cent of the principal sum then secured by this mortgage, then and in that event, the party of the first part shall pay only such portion of the taxes upon the debt hereby secured, as, when added to the interest reserved herein shall equal ten per cent per annum upon the