

4558, BOOK 101

MORTGAGE

THIS MORTGAGE, made this 1st day of February, 1952, by and between

ALPHA CHI OMEGA ALUMNAE ASSOCIATION, a corporation,

and

Mortgagor,

BYRON T. SHUTZ

Mortgagee.

WITNESSETH: That

WHEREAS, Mortgagor, for and in consideration of the sum of FORTY THOUSAND AND NO/100 (\$40,000.00) DOLLARS to him in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey, mortgage and warrant unto said Mortgagee and to his heirs and assigns forever, all of the following described real estate situated in the County of Douglas, State of Kansas, to wit:

Lot Five (5) and Lot Six (6), OREAD HEIGHTS, a subdivision of the South 250 feet of Block Three (3), Oread Addition to the City of Lawrence, less the following part of said Lot: Beginning at the Northeast corner of Lot 6, thence West along the North line of said Lot 25 feet, thence South on a line between Lots 6 and 7, 25 feet, thence East parallel to the North line of said Lot 6, 25 feet, thence North along the East line of said Lot 6 to the place of beginning, all in the City of Lawrence, Kansas.

Subject to any and all reservations, restrictions, covenants and easements of record.

Together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, including fixtures of whatever kind and nature, screens, shades, curtain rods, awnings and storm sash, and all other articles now provided for tenant use, and all right, title and interest of Mortgagor in and to all streets, boulevards, avenues or other public thoroughfares in front of and adjoining the above described premises, including all easements, licenses and rights-of-way thereunto attached or belonging and also all the right, title and interest of Mortgagor in and to all strips and gores of land adjacent to said premises.

TO HAVE AND TO HOLD THE SAME, with all the easements, rights, privileges and appurtenances aforesaid thereunto belonging unto Mortgagee and to his heirs and assigns forever.

WHEREAS, Mortgagor covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereinabove granted and is seized of a good and indefeasible estate of inheritance therein, free and

See Assignment in Book 101, page 587