

MORTGAGE

63164 BOOK 115

THIS MORTGAGE, made this 21st day of June, 1957, by and between

BETA BETA CHAPTER HOUSE CORPORATION OF PHI KAPPA SIGMA FRATERNITY, a Kansas corporation,

Mortgagor,
and

PAUL M. JONES

Mortgagee.

WITNESSETH: That

WHEREAS, Mortgagor, for and in consideration of the sum of THIRTY-SIX THOUSAND AND NO/100 (\$36,000.00) - - - - - 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:

Beginning at a point 281.5 feet South and 157 feet 8 inches East of the intersection of the West line of BABCOCK'S ADDITION (being the West line of the North-west $\frac{1}{4}$ of Section 6, Township 13, Range 20) with the center line of Euclid Street (vacated) produced West for a point of beginning; thence due East 130 feet; thence due South 50 feet; thence on an arc of a circle 220.9 feet Southwesterly to a point 207.25 feet South of the point of beginning; thence North 207.25 feet to the point of beginning, less the West 10 feet of the North 25 feet deeded for roadway, all in the City of Lawrence, being Lots 13 and 14 in Fort Thacher Place, vacated, less said roadway, all in DOUGLAS COUNTY, 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 for Book 116-8