

The following is enclosed and the original instrument to Recorded B. 36 P. 198

Know all men by these presents, That J. H. Newlin of Lawrence, Douglas County, in the State of Kansas, the within named mortgagee, in consideration of two hundred dollars, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over, and convey unto O. H. Newby, ^{of Lawrence, Kansas} here and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debt and claims thereby secured, and covenants therein contained: To have and to hold the same forever. Subject, nevertheless, to the conditions, therein contained. In witness whereof, the said mortgagee has hereunto set his hand this 13th, day of July 1899.

[Signature]
J. H. Newlin

Executed in presence of L. H. Corcoran.

State of Kansas }
County of Douglas } S.S.

Be it remembered, That on this 13th, day of July A.D. 1899, before me, a Notary Public in and for said county and State, came J. H. Newlin, 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, the day and year last above written.

[Signature]
L. H. Corcoran

L. H. Corcoran, Notary Public.

My commission expires Jan 16th, 1901.

Recorded July 14, A.D. 1899, at 9⁴⁰ o'clock, A.M.

[Signature]
Register of Deeds.

W. H. Smith & Co. 39 Page-11

This Indenture, made this 1st day of June 1899, by and between Sarah Jane Smith and Charles S. Smith her husband of the County of Douglas and State of Kansas, of the first part, and Phi Kappa Psi Building Association a corporation organized under the laws of the State of Kansas of the second part. Witnesseth that said parties of the first part, in consideration of the sum of one to no dollars, the receipt of which is hereby acknowledged, and of the debt herein after mentioned, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas to wit: All of lots number six (6) and seven (7) and the south sixty (60) feet of lot five (5) and eight (8) in block two (2) in broad addition to the city of Lawrence, Douglas County, Kansas, and the said Sarah J. Smith and Charles S. Smith her husband do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a prior mortgage dated April 11th 1895 securing \$3000⁰⁰ of which \$500⁰⁰ has since been paid said prior mortgage being executed by F. H. Slackman to B. D. Gatterly, and that they will warrant and defend the same in the quiet