

MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 22nd day of June in the year of our Lord 1908
thousand and eight between R. B. Wagstaff, E. L. James
C. W. Russell and E. B. Schall of the County of Alpha
Chapter of Lawrence, Kansas of the Sigma Chi Fraternity in the County of
Douglas and State of Kansas, of the first part, and
H. W. Blackman of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of
One Thousand One Hundred (\$1100.00) DOLLARS,

to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
to the said part 4 of the second part his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas,
and State of Kansas, described as follows, to-wit:

lots Five (5) Six (6) Seven (7) and Eight (8) in Block
Four (4) of the Balcock Addition to the City of Lawrence
being one hundred and fifty (150) feet on Tennessee
Street and two hundred and twenty-two (222)
feet on Ontario Street west from Tennessee Street,

with all the appurtenances, and all the estate, title and interest of the said part 2 of the first part therein. And the said
parties of the first part trustees as aforesaid do hereby covenant and agree that
at the delivery hereof they are 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 mortgage for \$1200.00 made by
H. W. Blackman of late Nicholas Blackman, his wife, to Delia C. Phillips, recorded in
Book 40 - at page 534

This Grant is intended as a Mortgage to secure the payment of the sum of
\$1100.00

according to the terms of one certain note this day executed
and delivered by the said parties of the first part trustees as aforesaid to the said part 4 of the second part
due July 1st, 1909, interest at the rate of six per cent per annum from
July 1st, 1908.

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof,
or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount
shall become due and payable, and it shall be lawful for the said part 4 of the second part, his executors, administrators and assigns, at
any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising
from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sales, and the
overplus, if any there be, shall be paid by the part 4 making such sale, on demand, to said parties of the first part their heirs
and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of
R. B. Wagstaff. [SEAL]
E. B. Schall. [SEAL]
E. L. James. [SEAL]
C. W. Russell. [SEAL]
As Trustees of the Alpha Chapter
of Lawrence, Kansas of the Sigma Chi
Fraternity.

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this 29th day of June A. D. 1902, before me,

Bertha L. Gimmernan a Notary Public in and for said County and State, came
R. B. Wagstaff and E. B. Schall.

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 on the day and
year last above written.

My Commission Expires December 27, 1911 Bertha L. Gimmernan
Notary Public.

Filed for Record the 3rd day of July A. D. 1902, at 4⁰³ o'clock P. M.

W. C. Armstrong Register of Deeds.
By Elsie C. Armstrong Deputy.

State of Kansas, County of Douglas, ss. I, the undersigned, Notary Public in and for said County and State, do hereby certify that the foregoing instrument was duly executed and acknowledged before me on the day and year first above written, and that the said parties of the first part 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 one mortgage for \$1200.00 made by H. W. Blackman of late Nicholas Blackman, his wife, to Delia C. Phillips, recorded in Book 40 - at page 534.

For release, see Book 51, 587

For record, see Book 44, Page 534

Recorded June 23, 1909
The notary herein is a person who is duly licensed and qualified to perform the duties of a notary public in and for the State of Kansas, and the same is true of the said parties of the first part, who are duly qualified to execute the foregoing instrument.