

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

Wm.  
William Trefz, Sr.

State of Kansas,  
Douglas County, JSS.

Be it remembered, That on this 11th day of December A. D. 1917. Before me, Adolph Lotz Jr. a Notary Public in and for said County and State, came William Trefz Sen. 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.

Adolph Lotz Jr.  
Notary Public.

My Commission Expires January 29, 1919.

(L.S.)

Recorded December 20, A.D. 1917,  
At 10:45 o'clock A.M.

*Estelle W. Hays*  
Register of Deeds  
*Ferne Flood*  
Deputy.

#### MORTGAGE.

This Indenture, Made this First day of July, in the year of our Lord One Thousand Nine Hundred and seventeen, between Iva Markham; Margaret B. Moore; Ethel C. Taylor; Agnes Husband; Mary Ives Hartley; and Ella F. Beeks, Trustees for Lambda Chapter of the Delta Delta Delta Fraternity, of Baldwin, in the County of Douglas and State of Kansas, of the first part, and E. G. Shepard of the second part:

WITNESSETH, That the parties of the first part, in consideration of the sum of Two Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do Grant, Bargain, Sell, Convey and Mortgage to the said party 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 Nos. Fifteen (15), Sixteen (16), Seventeen (17);  
and the North half (N $\frac{1}{2}$ ) of Lot No. Eighteen (18); all on  
Ninth Street, City of Baldwin, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do 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 and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of Two Thousand Dollars, according to the terms of one certain promissory note this day executed by the said Parties of the first part to the said party of the second part, dated July 1st, A.D. 1917, due and payable Five years after date thereof, with interest thereon from date thereof until paid, according to terms of said note and coupons thereto attached. This conveyance shall be void if such payment be made as in said note and herein specified.

The said parties of the first part shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornado in favor of the holder hereof, in the sum of Two Thousand Dollars, in some insurance company satisfactory to the holder hereof, and shall pay all taxes on said premises when due, in default whereof the said holder may obtain such insurance as he may desire, or pay any taxes thereon, and the expense of such insurance and taxes shall, from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and bear interest at the rate of ten per cent per annum until paid.

But if default be made in such payment, or any part thereof, or interest thereon, or the insurance on the buildings, as aforesaid, is not kept up thereon, or the taxes on said premises, or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable, or not, at the option of the holder hereof, without notice, and it shall be lawful for the said holder, at any time thereafter to foreclose this mortgage and sell the said premises hereby granted, or any part thereof, in the manner prescribed by law, appraisal hereby waived, or not, at the option of the holder hereof, and out of the monies arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the cost and charges of making such sale.

In case an action is commenced for the foreclosure of said mortgage, the grantors herein consent that the court having jurisdiction of such foreclosure, or the judge of such court, shall, upon application of the said holder, appoint a receiver to take charge of said mortgaged premises, pending such foreclosure proceeding, who shall be entitled to immediate possession of the premises, and the rents issues and profits thereof, and the proceeds, after deducting all costs and expenses of said receivership, shall be credited on said note or judgment obtained thereon.

Recorded

July 11<sup>th</sup> 1921

Register of Deeds

*The following is endorsed on the original instrument  
Received Payment in full of within mortgage and sold  
deed secured, this 11th day of July A.D. 1921.  
E. G. Shepard  
J. S. Buckley  
Lund*