

MORTGAGE RECORD NO. 60

This Indenture, Made this 11th day of July in the year of our Lord one thousand and twenty-one, between The Phi Kappa Fraternity, Episcan Chapter of Lansdowne in the County of Douglas and State of Kansas, of the first part, and John E. Hitt and Opal W. Hitt of the second part:

WITNESSETH That the said part 1 of the first part, in consideration of the sum of Twenty Three Thousand Four Hundred (\$23,400.00) DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has it sold, and by these presents do sell grant, bargain, sell and mortgage to the said part 2 of the second part their 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: Beginning at the North east corner of Lot 7, in Block 5, Babcock's Addition to the City of Lawrence, Douglas County, Kansas, thence West 440 feet, thence South 10 feet, thence East 252 feet, thence South 200 feet, thence East 118 feet, thence North 10 feet, thence East 70 feet, thence North 185 feet, thence East 190 feet to the East line of Lot 7, mentioned above; thence North 15 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part 1 of the first part therein. And the said party of the first part do it hereby covenant and agree that at the delivery hereof it is 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.

This Grant is intended as a Mortgage to secure the payment of the sum of \$23,400.00

according to the terms of 117 certain note this day executed and delivered by the said Phi Kappa Fraternity, Episcan Chapter to the said part 2 of the second part

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 2 of the second part, their 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 sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part 1 making such sale, on demand, to said party of the first part, its heirs and assigns.

IN WITNESS WHEREOF, The said part 1 of the first part has it hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of (no comp.)

attest:

Jessie O. Taylor Sec

STATE OF Kansas

County of Barton

ss.

BE IT REMEMBERED, That on this 12 day of Aug, A. D. 1921, before me,

the undersigned a Notary Public in and for said County and State, came

Joseph B. Bloomer, President of the Phi Kappa Fraternity,

Episcan Chapter a corporation, who executed the within instrument

acknowledging as president of said corporation, and acknowledged the same to be the act

of said corporation.

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 Jan 31 1924 H.M. Starr Notary Public.

Filed for Record the 21 day of Sept, A. D. 1921, at 11:40 o'clock A.M.

Estelle D. Withrup Register of Deeds

Deputy.

(See Release see Book 67 page 571)