

## MORTGAGE RECORD NO. 60

This Indenture, Made this 1st day of October in the year of our Lord  
one thousand four hundred and twenty one, between The Hippo-Liga Fraternity  
Kanana Omicron Chapter of Lawrence in the County of  
Douglas and State of Kansas, of the first part, and \_\_\_\_\_

J. E. Hurt and Deal A. Hurt.....of the second part:

WITNESSETH That the said part 77 of the first part, in consideration of the sum of Fifteen Thousand & Six Hundred DOLLARS,

to John A. Smith duly paid, the receipt of which is hereby acknowledged, he has sold, and by these presents do grant, bargain,  
sell and mortgage to the said part John A. Smith 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: \_\_\_\_\_

Commence at a point fifteen (15) feet South of the Northeast corner of Lot Seven (7) in Block Five (5) Bicknell's Addition to the City of Lawrence, then go South 10 feet, thence East 190 feet, thence North 10 feet, thence East 190 feet to the place of beginning.

with all the appurtenances, and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part do <sup>not</sup> 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.....  
Fifteen Thousand Dollars  
 according to the terms of.....90.....certain.....22nd.....this day executed.....  
 and delivered by the said.....party of the first part.....to the said parties.....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 parties 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 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 ies making such sale, on demand, to said party of the first part heirs and assigns.

IN WITNESS WHEREOF, The said part *of* of the first part has *2* hereunto set *its* hand and seal *the day and year first above written.*

Signed, Sealed and Delivered in the presence of

<u>Attest Raymond M. Calase</u>	<u>James P. Leggett</u>	(SEAL)
<u>Secretary</u>	<u>Remona Omicron Chapter</u>	(SEAL)
	<u>By Phil M. B. Davis</u>	(SEAL)
	<u>President</u>	

STATE OF *Kansas* } ss.  
*County of Douglas*  
 BE IT REMEMBERED, That on this 30 day of October A. D. 1921, before me

[illegible]

(28) In Witness Whereof I have hereunto <sup>not</sup> subscribed my name and <sup>head</sup> affirmed my official seal on the day and year last above written.

My Commission Expires Jan 14 1933 Leta H Kennedy  
Notary Public.

Filed for Record the 21 day of Oct, A. D. 1931, at 705 o'clock P.M.

..... Estelle Norrbom ..... Register of Deeds  
..... Frank Glaser ..... Deputy

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For Record see Book 75 Page 3.