

MORTGAGE RECORD NO. 60

This Indenture, Made this Twentieth day of April in the year of our Lord 1923 and twentieth hundred and twenty three between Carl J. Hungicker and Edith G. Hungicker (wife) of Lawrence in the County of Douglas and State of Kansas, of the first part, and Friends University of Wichita, Incorporated of the second part:

WITNESSETH That the said parties of the first part, in consideration of the sum of thirteen hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have se sold, and by these presents do sel grant, bargain, sell and mortgage to the said partof its 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 three (3) and four (4) Block (3) in Hazel Place an Addition to the City of Lawrence, Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Carl J. Hungicker and Edith G. Hungicker do hereby covenant and agree that at the delivery hereof they 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 thirteen hundred dollars according to the terms of one certain note this day executed and delivered by the said Carl J. Hungicker and Edith G. Hungicker to the said partof its heirs or assigns

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 partof its executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, of 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 partof Carl J. Hungicker making such sale, on demand, to said heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Carl J. Hungicker (SEAL) Edith G. Hungicker (SEAL)

STATE OF Kansas } ss. Douglas County

BE IT REMEMBERED, That on this 20 day of April A. D. 1923, before me, John M. Newlin a Notary Public in and for said County and State, came Carl J. Hungicker and Edith G. Hungicker to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged 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 March 20 1927 John M. Newlin Notary Public

Filed for Record the 23rd day of April A. D. 1923, at 2 25 o'clock P.M.

Geo. E. Williams Register of Deeds

Deputy.

For Rec. see Doc. Book 75 Page - 257.