

## MORTGAGE RECORD NO. 63

.....in the year of our Lord  
*of Phi Delta*  
 .....in the County of

.....of the second part:  
 sideration of the sum of  
*Fourteen Cents*  
 and *7* DOLLARS,  
 presents does ~~not~~ grant, bargain,  
 all that tract or parcel of land

Heights  
Douglas

the premises, above granted.

payment of the sum of.....  
recited.....  
part ies of the second part

in such payments or any part shall become absolute, and the  
 rt, their executors,  
 the manner prescribed by law;  
 ther with the cost and charges  
 emand, to said

hand and seal  
Phi Delta Chi  
Cruce, Kansas (SEAL)  
(SEAL)  
Pres. (SEAL)  
on Sec. (Seal)

..... A. D. 1934, before me,  
r said County and State, came  
2, Chapter of Phi  
to me personally known to be  
ation of the same.  
official seal on the day and year

Williams  
Notary Public.  
at 8<sup>55</sup> o'clock 17 M.  
Register of Deeds.  
Deputy.

This Indenture, Made this Fifteenth day of September in the year of our Lord nineteen hundred and twenty four between Aminda Bateson and Douglas of Lawrence in the County of and Abel Halson and State of Kansas, of the first part, and J. H. Kelso of the second part.

WITNESSETH That the said parties of the first part, in consideration of the sum of One Thousand (\$1000.00) 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 parties 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:

For Number Eight Eight (88) in Block,  
No. Eighteen (18) West Lawrence Douglas  
County, Kansas.

the note and this mortgage securing it is given to J. H. Pebey and Abe Wolfson for the purpose of protecting them against loss on account of their signing, appearance bond for Elmer Peterson in the case of the State of Kansas - vs Elmer Peterson et al. now pending in the District Court of 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 Parties of the first part 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.

This Grant is intended as a Mortgage to secure the payment of the sum of One Thousand

according to the terms of one certain note this day executed

and delivered by the said parties 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 payments 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 \_\_\_\_\_.

parties of the first part - their heirs and assigns.  
IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal  
the day and year first above written. C. B.

Signed, Sealed and Delivered in the presence of

Olmer Bateson (SEAL)

Nanda Bateson (SEAL)

                     (SEAL)

STATE OF Kansas } ss.  
Douglas County }  
 BE IT REMEMBERED, That on this 15 day of September A. D. 1924, before me,  
Guyette W. Connell a Notary Public in and for said County and State, came  
L.S. Elmer Peterson & Amanda Peterson  
 to me personally known to be  
 the same person 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 Jan. 23 - 1927. Myrtle McConnell - Notary Public.  
Filed for Record the 15<sup>th</sup> day of Sept. A. D. 1924, at 10 o'clock 9 M.  
J. E. Wellman Register of Deeds.  
Deputy.