

sonally known to be the same person who executed the foregoing instrument of writing 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.

My Commission expires April 4 1926

L. S. C. F. Richards  
Notary Public.

Recorded May 31st 1923

At 4:17 o'clock. P. M.

*Joe E. Wellman*  
Register of Deeds.

*Joe Wellman*  
Deputy.

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M O R T G A G E.

THIS INDENTURE, made this 1st day of June A. D. 1923, between THE ALEMANNIA FRATERNITY, a corporation organized under the laws of the state of Kansas, of Lawrence, Kansas, party of the first part, and M. ANDERSON, of Lawrence, Kansas, party of the second part:

*For Assignment  
Deed Book 67  
Page 232*

WITNESSETH: THAT the said party of the first part, in consideration of the sum of SEVENTY-FIVE HUNDRED (\$7500.00) DOLLARS, in hand paid, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and MORTGAGE unto the said party of the second part, her executors, administrators or assigns, the following described real estate, to wit:

The South Half ( $\frac{1}{2}$ ) of Lot Numbered Eight (8), All of Lot Numbered Nine (9), and the North Half ( $\frac{1}{2}$ ) of Lot Numbered Ten (10), all in George C. Smith's Addition to the City of Lawrence, in Douglas County, Kansas, TO HAVE AND TO HOLD THE SAME, together with the appurtenances thereunto belonging or in anywise appertaining, unto the said party of the second part, her executors, administrators or assigns, forever. And the said party of the first part hereby covenants and agrees that at the delivery hereof it is lawfully seized in its own right of said real estate and has good right to convey the same; that said real estate is clear of all incumbrances, and that it will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER, That if the said party of the first part shall pay or cause to be paid to the party of the second part, her executors, administrators or assigns, the principal sum of SEVENTY-FIVE HUNDRED (\$7,500.00) DOLLARS according to the terms of one certain note dated June 1st, 1923 due and payable in one hundred twenty (120) monthly payments of \$91.00 each, the first payment to be due on July 1st, 1923 and a like payment to be due on the first day of each succeeding month thereafter until one hundred twenty (120) payments have been made, the said payments including both principal and interest, and shall perform all and singular the covenants and agreements herein contained, then this mortgage shall be void, otherwise to remain in full force and effect. It is under-