

Witnesseth, that the said parties of the first part, in consideration of the sum of --- Three Thousand--Dollars,-- to them duly paid the receipt of which is hereby acknowledged have sold and by this indenture do--grant bargain sell and mortgage to the said part-- of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Nineteen (19) Twenty (20) Twenty one (21) and Twenty Two (22) on Eighth Street Baldwin City County and State aforesaid.

with 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 the lawful owners of the premises above granted and seized of a good and indefeasible inheritance therein free and clear of all incumbrances, except a First Mortgage of \$4000.00 dated Aug. 11, 1924 in favor of The Aetna Building & Loan Assn. and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part-- of the second part, the loss if any, made payable to the part-- of the said second part to the extent of -- interest. And in event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part-- of the second part may pay said taxes and insurance or either and the amount so paid shall become a part of the indebtedness secured by this indenture and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of -- Three Thousand Douglas, according to the terms of one certain written obligation for the payment of said sum of money executed on the 11 day of August 1924, and by its terms made payable to the part-- of the second part with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part-- of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall be immediately mature and become due and payable at the option of the holder hereof, without notice and it shall be lawful for the said part-- of the second part-- to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof in the manner prescribed by law and out of the moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus if any there be, shall be paid by the part-- making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained and all benefits accruing therefrom shall extend and inure to and be obligatory upon the heirs executors administrators personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

The Phi Klu Fraternity of Baldwin, Kansas, a corporation by its duly authorized and acting Board of Trustees.

Gertrude Callahan (SEAL)
Marjorie Wilson (SEAL)
Genevieve Haskin (SEAL)
Gervia Archer Baker (Trustee) (SEAL)
Laverne Webb-Riley.

(Corp Seal)

State of Kansas
County of Montgomery;

Before me, a Notary Public, in and for said County and State on this 14 day, of August 1924, personally appeared Gertrude Callahan, the duly authorized and acting Trustee of the Phi Klu Fraternity of Baldwin Kansas, a corporation to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Board of Trustees and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

M. D. Ramsdell.
Notary Public

L.S.
My Commission expires;
Dec. 19-1927.

State of Kansas
County of Johnson;

Before me, a Notary Public, in and for said County and State on this 20th day of August 1924, personally appeared Genevieve Haskins, the duly authorized and acting Trustee of the Phi Klu Fraternity of Baldwin, Kansas, a Corporation to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as one of its Board of Trustees, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

L.S.
My Commission expires;
Oct. 7, 1924.

E. H. Haskins.
Notary Public.

State of Kansas
County of Sumner;

Before me, a Notary Public in and for said County and State, on this

The following is a true and correct copy of the original mortgage as filed in the office of the County Clerk of Baldwin City, Kansas, on the 14th day of August, 1924, and is a true and correct copy of the original mortgage as filed in the office of the County Clerk of Baldwin City, Kansas, on the 14th day of August, 1924.

This Release was written on the original mortgage entered this 26th day of May, 1924, by J. C. Wells, man. Reg. of Deeds.

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