11: 27/27 MORTGAGE 84506 BOOK 134 (No. 52K) Boyles Legal Blanks-CASH STATIONERY CO .- Lawrence, Kenias This Indenture, Made this _______ day of _______ June 1963 between Caspel L. Russell and Kathryn Russell, husband and wife, as joint tenants with right of survivorship, and not as tenants in common Baldwin , in the County of Douglas and State of Kansas perties of the first part; and The Trustees of the Baker University, a corporation party of the second part. Witnesseth, that the said part ies... of the first part, in consideration of the sum of * * TWO THOUSAND SEVEN HUNDRED DOLLARS (\$2,700,00) * * * * * * * * 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 party of the second part, the following described real estate situated and being in the County of ... Douglas and State of Kansas, to-wit: The North Sixty (No.60) acres of the West One Hundred Twenty (W. 120) acres of the Northwest Quarter (N.W. of Section Fourteen (11) Township Fifteen (15), (N.W.1) Range Twenty (20). with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein. And the said part 185 of the first part do hereby covenant and agree that at the delivery hereof they are lawful owner ed, and seized of a good and indefeasible estate of inheritance therein, free and ch of all inc tes above gra except a present mortgage to the same mortgagee, which is to be released after this mortgage is recorded 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 part ies of the first part shell at all times during the life of this indenti and assessments that may be levied or assessed against said real state when the same becomes due and payable, and that they will assessed the part \underline{V} of the second part that is the same becomes due and payable, and that they will directed by the part \underline{Y} of the second part, the loss, if any, made payable to the part \underline{Y} of the second part to the extent so of 1tS. To they will be specified and directed by the part \underline{Y} of the second part, the loss, if any, made payable to the part \underline{Y} of the second part to the extent so of 1tS. To the extent so of 1tS of the first part shall fail to pay soft taxes when the same become due and payable to the second part to the extent soft 1tS and payable to the second part may payable to the same become due and payable to the second part to the second part of the indebtedness, secured by this indenture, and shall be an interest at the rate of 10% from the date of payment until fully repetd. THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Thousand, seven hundre d (\$2,700.00) DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 15th day of June 19 63, and by 125 terms made payable to the party of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the v tran bias 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 part ies of the first part shall fail to pay the same as provided in this indenture. hard said part _____ of the tirth part shall tail to pay the same as provided in this indenture. And this conveyance shall be volid if such payments be made as herein specified, and the obligation contained therein. fully discharged, if default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real state 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 all estate are not paid when the same become due and payable, or if wasts is committed on said premises, then this conveyance shall become absolute all estate are not paid when the same become due and payable, or if wasts 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, thall immediately mature and become due and payable, at the option of the holder hereor, without notice, and it shall be lawful for he said part, y of the second part OT SUCCESSOTS to take possession of the said premiser an ments thereon in the manner provided by law and to have a receiver appointed to collect the rests and benefits accruing tell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising etsin the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplue shall be paid by the part Y making such sale, on demand, to the first part 185 It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation the mefits accruing therefrom, shall estend and inure to, and be obligatory upon the heirs, executors, administratori, signs and successors of the respective parties hereto. In Witness Whereof, the part 105 of the first part ha VO hereunto set their hand S Blees bon Casper L. Russell) Prilliseal (SEAL) Wather Rusself (SEAL) (SEAL) 4.7. 7 STATE OF Kansas SS. Douglas COUNTY BE IT REMEMBERED, That on this fifteenth day of June A. D. 19.63 before me, a Notary Public in the aforesaid County and State NOTARS Caspel L. Russell and Kathryn Russell, husband and wife, came as joint tenants with right of survivorship and not as tenants in common to me personally known to be the same person S who executed the foregoing intrumment and duly acknowledged the execution of the same. PUBLIC WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written. Hale Steele , Noran My Commit ion Expires December 12 19 63

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I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment by of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 12th day of February 1970.

(Corp. Seal)

Mortgagee. Baker University

Narold a Beck

, Notary Public

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