

MORTGAGE

(NO. 52B)

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kansas

This Indenture,

85:32 BOOK 136

Made this 26th day of December
A. D. 1963, between Lowell A. Gish and Enola M. Gish, husband and wife

of Baldwin City, in the County of Douglas and State of Kansas
of the first part, and The Trustees of the Baker University - a corporation--
of Baldwin City Kansas

Witnesseth, That the said parties of the first part, in consideration of the sum of
** EIGHT THOUSAND, FIVE HUNDRED & no/100 (\$8,500.00) 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 party of the second part its successors 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 Numbered Twelve, (12), Thirteen (13) and Fourteen (14)
less the east forty-five (45) feet of the said lots, all on
Ninth Street, in the City of Baldwin City Douglas County,
Kansas, according to the recorded plat thereof - - - -

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.
And the said Lowell A. Gish and Enola M. Gish, parties of the first part herein
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 except a mortgage to L.H. Newbanks and Minnie A. Newbanks,
dated June 24 1963, which mortgage is to be paid and released
of record.
This grant is intended as a mortgage to secure the payment of EIGHTY-FIVE HUNDRED (\$8,500.00)
Dollars, according to the terms of one certain promissory note this day executed and delivered by the
said parties of the first part to the
said party 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 party of the second part its successors heirs 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 sale to retain the amount
then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be
paid by the party of the second part 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
hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of

Lowell A. Gish (SEAL)
Enola M. Gish (SEAL)
Enola M. Gish (SEAL)

STATE OF KANSAS

Douglas County, ss.

Be It Remembered, That on this 26th day of December, A. D. 1963

before me, the undersigned, a Notary Public
in and for said County and State, came Lowell A. Gish and Enola M. Gish,
husband and wife

to me personally known to be the same person who executed the within 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

March 6, 1966

Donald O. Nutt Notary Public

Recorded December 27, 1963 at 2:30 P.M.

Harold A. Stock Register of Deeds