

MORTGAGE

BOOK 115 7600

(No. 52K)

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This Indenture, Made this Ninth day of February, 1967 between  
a/k/a Wm. Calvin Foreman,  
William Calvin Foreman and Dorothy M. Foreman his wife, as joint tenants  
with right of survivorship and not as tenants in common  
of Baldwin City, in the County of Douglas and State of Kansas  
parties of the first part, and The Trustees of the Baker University, a corporation  
party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
Fifteen thousand and no one hundredths (\$15,000.00) 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:

East Eighty-two (82) feet of the North Half, and  
the North Twenty (20) feet of the South Half of  
Lot Sixty-seven (67) on Elm Street, Baldwin City,  
Kansas according to the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said party of the first part therein

And the said parties of the first part do hereby covenant and agree that at the delivery hereof to 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  
whatsoever

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  
and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they shall  
keep the buildings upon said real estate insured against fire and tornado to such sum and by such insurance company as shall be specified and  
directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of 10%  
interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable or to keep  
said premises insured as herein provided, then the party 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 Fifteen thousand and no one hundredths (\$15,000.00) DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the Ninth  
day of February 1967, and by the terms made payable to the party 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 party 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 contained therein fully discharged.  
If default be made in such payments or any part thereof or any obligation created thereby, as 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 upon 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 immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for  
the said party of the second part and its successors or assigns to take possession of the real premises and all the improvements  
thereon in the manner provided by law and to have a receiver appointed to collect the rent and benefits accruing thereon and to  
sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to  
retain the amount then unpaid of principal and interest, together with the rent and charges incident thereto, and the balance, if any, shall be  
paid to the party of the first part, making such sale, on demand, to the first party.

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.

STATE OF Kansas  
County of Douglas

BE IT REMEMBERED, That on this 13th day of February, A.D. 1967,  
before me, a Notary Public, in the aforesaid County and State,  
Name William Calvin Foreman and Dorothy M. Foreman, his wife,  
and wife

to me personally known to be the same person who executed the foregoing instrument 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 8, 1970

Donald E. Hutt  
Notary Public

Recorded February 13, 1967 at 11:16 A.M.

James E. Beem Register of Deeds