

This Indenture, Made this first day of May in the year of our Lord one thousand eight hundred and ninety four between Sam University of Seecompton in the County of Douglas and State of Kansas of the first part, and Paulina R. Brooke of the same place of the second part,

Witnesseth, That the said party of the first part in consideration of the sum of Four thousand DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do sell grant, bargain, sell and mortgage to the said party of the second part her 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 one (1) two (2) three (3) four (4) five (5) six (6) and seven (7) in Block numbered twenty (20) in the City of Seecompton and double block numbered twenty two (22) in the City of Seecompton according to the recorded plat thereof.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Sam University do it hereby covenant and agree that at the delivery hereof it is 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

This grant is intended as a Mortgage to secure the payment of the sum of Four thousand dollars and the interest thereon according to the terms of one certain promissory note this day executed and delivered by the said Sam University to the said party of the second part: Signed in its behalf by the president and secretary of its Board of Trustees G. M. Kuffman and N. Y. Ingham, said note calling for four thousand dollars and six per cent interest thereon. Interest payable annually and principal due in 4 years from date and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, 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 her executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part its executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Sam University its heirs and assigns.

In Witness Whereof, The said party of the first part, has hereunto set its hand and seal the day and year first above written.

Signed and delivered in presence of

Sam University by

G. M. Kuffman (SEAL)

pres Board of Trustees Sam University (SEAL)

N. Y. Ingham (SEAL)

Sec Board of Trustees Sam University (SEAL)

STATE OF KANSAS, }
Douglas County } ss.

Be it Remembered, That on this first day of May, A. D. 1894, before me, J. H. Bonebrake, a Notary Public in and for said County and State, came G. M. Kuffman and N. Y. Ingham

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan 4 1896

Recorded Oct 31 A. D. 1894 at 9 o'clock A M.

Notary Public

James Brooks

Register of Deeds

For release see Book 37 page 48