

The following is Endorsed on the original instrument.
 The within Mortgage having been paid in full it is hereby Released
 on this the original instrument, this 10th day of May, A. D. 1905.
 The Board of Trustees of Ottawa University.
 By C. D. Chandler, Vice, etc.

(Corp Seal)

Recorded Aug 28th 1905.

W. W. Armstrong,
 Registrar of Deeds.

This indenture, made this 20 day of May in the year of our Lord one thousand eight hundred and ninety nine between Samuel P. Peffly and Mary E. Peffly, his wife of Hillen Springs, Jr., in the County of Douglas and State of Kansas of the first part, and The Board of Trustees of Ottawa University of the second part: Witnesseth, that the said parties of the first part, in consideration of the sum of Twelve hundred ⁰⁰/₁₀₀ 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 and assigns, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, and described as follows, to wit: The south west quarter (S.W. 1/4) of section nine (9) in Township Fifteen (15) of Range nineteen (19) containing one hundred sixty acres more or less, ^{130.8 Acres} _{25.26} 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 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 encumbrances. This grant is intended as a mortgage to secure the payment of the sum of Twelve ^{hundred} ₀₀/₁₀₀ dollars, according to the terms of one certain ¹⁰⁰/₁₀₀ real est. bond this day executed by the said Samuel P. Peffly and Mary E. Peffly to the said party of the second part, due and payable in 5 years from date at the Bank of Ottawa, with interest thereon at the rate of seven per cent per annum payable Feb. 30th of each year according to coupons thereto attached, with privilege to the parties of the first part to pay \$100 or any multiple thereof on principal at any interest payment. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, or provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder thereof; and it shall be lawful for the said party of the second part its successors and assigns at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party making such sale, on demand, to the said Samuel P. Peffly and Mary E. Peffly, their heirs and assigns. In witness whereof, the said parties of the first part have