

This Indenture, made this 8<sup>th</sup> day of May, in the year of our Lord, one thousand nine hundred and five between Samuel P. Peffly and Mary E. Peffly his wife of Willow Springs Twp. 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 One Thousand Two 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 parcels of land situated in the County of Douglas and State of Kansas, described as follows, to wit: The southwest quarter (S.W. 1/4) of section nine (9) in Township Fifteen (15) of Range Nineteen (19), containing one hundred and sixty (160) acres more or less, 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 owners 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 One Thousand Two Dollars, according to the terms of one certain real estate m<sup>t</sup>. bond this day executed by the said parties of the first part to the said party of the second part due and payable at the State Bank of Ottawa five years from date with interest at 6% per annum from date payable annually, and with privilege to pay \$100 or any multiple thereof 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, as 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, 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

(The following is enclosed on the original instrument)  
 Original Mortgage having been paid in full, it is hereby released on  
 this the original instrument this 8<sup>th</sup> day of May and 1912  
 By Board of Trustees of Ottawa University  
 Don Stevens, President

Received May 13, 1912  
 Capital & Interest  
 Insurance  
 Payments of Deeds.  
 Conde Lewis