

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 parties of the first part their heirs and assigns.

In witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Samuel Peffly (S.C.).

Mary E. Peffly (S.C.).

State of Kansas }
County of Franklin } ss.

Be it Remembered, That on this 8th day of May A.D. 1905, before me, a Notary Public in and for said County and State, came Samuel Peffly and Mary E. Peffly his wife, 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 subscribed my name, and affixed my official seal the day and year last above written.

Commission expires April 20th 1906. *C. A. S. Arees, Notary Public.*

Recorded August 28th 1905 at 8th o'clock a.m.

C. W. Armstrong.

Register of Deeds.

This Indenture, made this 20th day of December in the year of our Lord, one thousand nine hundred and four between Addell E. Hall, a widow, of Willow Springs 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 party of the first part, in consideration of the sum of Five Hundred Dollars, to her duly paid, the receipt of which is hereby acknowledged, has 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, described as follows, to-wit:—The north-east quarter (N.E. ¼) of the North-east quarter (N.E. ¼) of Section Ten (10), Township Fifteen (15), of Range sixteen (16) and containing forty acres (±) more or less.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said Addell E. Hall does hereby covenant and agree that at the delivery hereof she 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 following is endorsed on the original instrument:
The said Mortgage having been paid in full it is hereby
released on this the original instrument this 14th day of Jan. A.D. 1906,
The Board of Trustees of Ottawa University,
C. B. Chandler,
President.*

Recorded Jan. 28th 1907
*C. W. Armstrong,
Register of Deeds.*