

## MORTGAGE RECORD No. 45.

MORTGAGE STANDARD FORM. Gazette Co., Printers, Binders and Blank Book Makers, Lawrence, Kan.

This Indenture, Made this 17<sup>th</sup> day of November in the year of our Lord one thousand nine hundred & eight, between George E. Sammer and Maggie A. Sammer, husband and wife of Bellvue in the County of Douglas and State of Kansas, of the first part, and The Board of Trustees of Ottawa University of Ottawa, Kansas of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six 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 part of the second part 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:

The South-east Quarter (S.E. 1/4) of Section Six (6) Township Fifteen (15), Range Twenty (20)

with all 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 incumbrances

This Grant is intended as a Mortgage to secure the payment of the sum of Six hundred 00/100 according to the terms of one certain real estate mortgage

and delivered by the said parties of the first part to the said part of the second part due & payable at the State Bank of Ottawa five years from date with interest at 6% per annum from date, payable annually. Privilege given to pay \$100.00 or any multiple thereof at any interest payment. But if default be made in such payment for 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 parties of the second part, their heirs, assigns, and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount thereof for principal and interest, together with the cost and charges of making such sales, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in presence of

George E. Sammer [SEAL]  
Maggie A. Sammer [SEAL]  
[SEAL]

STATE OF KANSAS,  
County of Franklin } ss.  
BE REMEMBERED, That on this 18<sup>th</sup> day of November A. D. 1908, before me,

George E. Sammer and Maggie A. Sammer his wife to be 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 the 5<sup>th</sup> day of May 1909

John E. O'Neil Notary Public.

Filed for Record the 21 day of Nov. A. D. 1908, at 2<sup>00</sup> o'clock A. M.

A. W. Armstrong Register of Deeds.  
By Eric E. Armstrong Deputy.