

MORTGAGE RECORD No. 45.

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

This Indenture, Made this the first day of October in the year of our Lord nineteen
hundred and nine, between James Barry (winover)
of Lawrence in the County of
Douglas and State of Kansas, of the first part, and The Treasurer Board
Directors of Friends University of Wichita of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of
Fifteen hundred DOLLARS,
to himself paid, the receipt of which is hereby acknowledged, he sold, and by these presents do grant, bargain, sell and mortgage
to the said party of the second part his 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 Ten (10) feet of Lot Number Ten (10) all of Lot
Number Twelve (12) and The North Five (5) feet of Lot Number
Fifteen (15) all on Rhode Island Street in the City of Lawrence
Douglas county, Kansas.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said
James Barry do hereby covenant and agree that
at the delivery hereof he 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
Fifteen hundred Dollars
according to the terms of one certain Note this day executed
and delivered by the said James Barry to the said party of the second part
his heirs or assigns

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, his executors, administrators 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 then due 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 party making such sale, on demand, to said James Barry
heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above
written.

Signed, Sealed and Delivered in presence of

James Barry (SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS,

Douglas county } ss.BE IT REMEMBERED, That on this 2nd of October A. D. 1909, before me,John M. Newlin a Notary Public in and for said County and State, cameJames Barry

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 April 11th 1911John M. Newlin
Notary Public.Filed for Record the 2nd day of October A. D. 1909, at 3:05 o'clock P. M.Floyd L. Lawrence Register of Deeds.
Minnie E. F. Lawrence Deputy.

The note herein described having been paid in full, this mortgage is hereby released and the
 that thereby created discharged. As witness my hand this 2nd day of October A. D. 1909.

Recorded Dec 19th 1909
Myself (Lawrence)
Chas. L. Lawrence Register of Deeds.

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released and the

Recorded Oct 16
John M. Newlin