

COUPON MORTGAGE JOURNAL OF THE STATE OF KANSAS

This Indenture, Made this Twentieth day of April in the year of our Lord, one thousand nine hundred and nine between Rosa M. Mack (Widow)

of Lawrence in the County of Douglas and State of Kansas, of the first part, and of Lawrence Board Directors Friends University of Wichita of the second part:

Witnesseth, That the said part of of the first part, in consideration of the sum of Six hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain sell and mortgage to the said part of 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:

Lot No. Seven (7) in Kasford Addition to the City of Lawrence Douglas Co. Kansas

with the appurtenances and all the estate, title and interest of the said part of of the first part therein. And the said Rosa M. Mack 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, and that they will warrant and defend the same against all claims whatsoever. This Grant is intended as a MORTGAGE to secure the payment of the sum of Six hundred Dollars, according to the terms of one certain promissory note this day executed by the said

Rosa M. Mack to the said part of of the second part. Said note being given for the sum of Six hundred Dollars, dated April 15th 1909 due and payable in ten (10) years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached, and as is hereinafter specified. And the said part of of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of Six hundred DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interests and costs, and insurance, shall from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not at the option of the part of of the second part; and it shall be lawful for the part of 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, appraisement hereby waived or not at the option of the part of of the second part his executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part of of the second part making such sale on demand, to the said Rosa M. Mack heirs and assigns.

IN TESTIMONY WHEREOF, The said part of of the first part has hereunto set her hands and seal the day and year last above written.

Signed, Sealed and Delivered in Presence of

Rosa M. Mack (SEAL)

(SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20 day of April A. D. 1909, before me

John M. Newlin a Notary Public in and for said County and State came

Rosa M. Mack to me 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires April 11 1911 (28) John M. Newlin Notary Public

Filed for Record the 20 day of April A. D. 1909, at 2:45 o'clock P. M.

By Floyd L. Lawrence Register of Deeds.

(The following is entered on the official instrument)  
The mortgage herein described having been duly paid, the same is hereby released and the lien thereby created discharged. As witness my hand this 20th day of April A. D. 1909.

Adverse Transfers of Deeds  
Friends University

Recorded April 17 1909  
Floyd L. Lawrence  
Register of Deeds  
Charles H. Hays

W. D. Mack

M. C. Newlin