

Mortgage Record No. 46.

COUPON-MORTGAGE-Endorsed on Primary Binders and Black Book-When Filled in

This Indenture, Made this fifteenth day of September in the year of our Lord, one thousand nine hundred and Ninety between Mathias L. Broadidier and Clara Broadidier (wife)

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

Witnesseth, That the said parties of the first part, in consideration of the sum of six thousand 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, her 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 North East quarter (1/4) of Section Thirty One (31) Township Thirteen (13) Range Twenty One (21) E. 6th P. M.

with the appurtenances and all the estate, title and interest of the said part 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, 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 thousand Dollars, according to the terms of one certain promissory note this day executed by the said

Mathias L. Broadidier and Clara Broadidier to the said part of the second part. Said note being given for the sum of six thousand Dollars, dated September 19, 1910 due and payable in Five 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 this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part 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 Five thousand 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 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 the second part, and all sums paid by the part of the second part for insurance, shall be due and payable or not at the option of the part of the second part; and it shall be lawful for the part of the second part her 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 the second part her 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 party making such sale on demand, to the said Mathias L. Broadidier her heirs and assigns.

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

Signed, Sealed and Delivered in Presence of
Mathias L. Broadidier (SEAL)
Clara Broadidier (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 20 day of September A. D. 1910, before me Geo. H. Losholy a Notary Public in and for said County and State came Mathias L. Broadidier and Clara Broadidier, his wife 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 Sept 25 1911 Geo. H. Losholy Notary Public

Filed for Record the 21 day of Sept A. D. 1910, at 9:30 o'clock P. M.

By Floyd L. Lawrence Deputy Register of Deeds.

COUPON-MORTGAGE

After this is entered on the original instrument, the mortgage herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 19 day of Sept A. D. 1910.
J. M. Lawrence
Treas. Kansas State Bd. of Examiners

Recorded Sept 19 1910
Floyd L. Lawrence
Reg. of Deeds
My Co. to. M. G. P. 1910

After this is entered on the original instrument, the mortgage herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged. As witness my hand this 19 day of Sept A. D. 1910.
Geo. H. Losholy
Notary Public
Recorded Dec. 23 1910
Geo. H. Losholy