

Mortgage Record.

This Indenture, Made this 20<sup>th</sup> day of March in the year of our Lord one thousand nine hundred and fifteen  
Edmond S. Weatherly & Katherine P. Weatherly, his wife  
of Lawrence in the County of Douglas and State of Kansas, of the first part, and  
The Treasurer, Board of Directors of Friends University of Wichita  
of the second part:

WITNESSETH, That the said part 1<sup>st</sup> of the first part, in consideration of the sum of Fifteen hundred 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 party of the second part, his Successors 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. Five (5), Block No. Thirteen (13) James Second Addition to the City of Lawrence.

with the appurtenances, and all the estate, title and interest of the said part 1<sup>st</sup> of the first part therein. And the said Edmond S. Weatherly & Katherine P. Weatherly do hereby covenant and agree that at the delivery hereof they are the lawful owner S. 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 Fifteen hundred Dollars DOLLARS, according to the terms of one certain promissory note this day executed by the said Edmond S. Weatherly & Katherine P. Weatherly

to the said part 2<sup>nd</sup> of the second part, said note being given for the sum of Fifteen hundred DOLLARS, dated March 20<sup>th</sup> 1916, due and payable in five year S. from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 1.0 coupons of 1.05 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part 1<sup>st</sup> 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 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 1<sup>st</sup> of the first part, and the expense of such taxes and accruing penalties, interest 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 of the theoreon remaining unpaid or which may have been paid by the part 2<sup>nd</sup> of the second part, and all sums paid by the part 2<sup>nd</sup> of the second part for any part thereof, by the manner prescribed by law, appraisement hereby waived or not, at the option of the part 2<sup>nd</sup> of the second part, his executor, administrators or assigns, at any time thereafter, to sell the premises hereby granted, 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 2<sup>nd</sup> making such sale, on demand, to the said parties of the first part heirs and assigns.

IN TESTIMONY WHEREOF, The said part 1<sup>st</sup> of the first part hereunto set their hand S. and seal S. the day and year last above written.

Signed, sealed and delivered in presence of  
Edmond S. Weatherly (SEAL)  
Katherine P. Weatherly (SEAL)

STATE OF KANSAS,  
Douglas County } ss.  
BE IT REMEMBERED, That on this 20<sup>th</sup> day of March A. D. 1916, before me, Keturde Standing, a Notary Public in and for said County and State, came Edmond S. Weatherly and Katherine P. Weatherly, his wife to me personally known to be the same person S. who executed the foregoing instrument of writing, 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.  
Keturde Standing Notary Public.  
My commission expires July 5 1919.  
This instrument was filed for record on the 21<sup>st</sup> day of March A. D. 1916, at 9<sup>00</sup> o'clock AM.  
Floyd Lawrence Register of Deeds.  
By E. L. Hays Deputy.

John M. Weatherly  
of Lawrence  
Sept. 20<sup>th</sup> 1918  
E. L. Hays