

State of Kansas,)
County of Franklin,) ss.

Be it remembered, that on this 28 day of January, A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Flo Hughes and Charles W. Hughes, her husband, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

S. D. Moherman,
(L.S.) Notary Public, Franklin County, Kansas.

Term expires March 11, 1924.

Recorded January 30, 1922, *
At 10:35 o'clock A.M.

E. Allen Moushup
Register of Deeds,
Ferne Beckman
Deputy.

MORTGAGE.

This indenture, made this 1st day of December in the year of our Lord one thousand nine hundred twenty one, by and between Fremont H. Flickinger and Alice E. Flickinger his wife of the County of Douglas and State of Kansas, parties of the first part, and The Trustees of Baker University party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in Baldwin City County of Douglas and State of Kansas, to wit:

The West 10 ft. of lot No. 105 and all of lot No. 107 on Jersey Street Baldwin City, Kansas.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights or homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate or inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, against the lawful claims of all persons whomsoever.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said Fremont H. Flickinger and Alice E. Flickinger are justly indebted unto the said party of the second part in the principal sum of One thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Fremont H. Flickinger and Alice E. Flickinger and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, numbered....executed and delivered by the said Fremont H. Flickinger and Alice E. Flickinger bearing date December 1, 1921, and payable to the order of the said The Trustees of Baker University, Baldwin City, Kansas Three years after date, at the office of the Treasurer of The Trustees of Baker University with interest thereon from date until maturity at the rate of 7 per cent. per annum, payable semi-annually, on the first days of June and December in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to the said principal note, and of even date therewith, and payable to the order of said The Trustees of Baker University at The Office of the Treasurer of the Trustees of Baker University.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Three Thousand Dollars; loss, if any, payable to the mortgagee or his assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the