

The following is an abstract from the original instrument.
The note herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.

As witness my hand this 12th day of October, A.D. 1923

Witness my hand this 12th day of October, A.D. 1923

title to the said premises unto the said party of the second part and unto its successors or assigns forever against the claims of all persons and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided, Always, And this instrument is executed and delivered upon the following

conditions:

First, That said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns, Two thousand 4 00/100 (\$2000.00) Dollars on the first day of September, 1926 with interest thereon payable semi-annually from November 4, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the state of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors or assigns, insurance policies on the buildings thereon in companies to be approved by the second party its successors or assigns for not less than \$2000.00 with National Board Standard Mortgage Clause attached in favor of the second party its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance and may pay said taxes and special assessments and all such payments with interest thereon at ten per cent per annum from the time of payment shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained time being of the essence of this contract then this mortgage and all sum of money secured hereby less the interest for the unexpired time, shall at the option of the second part, its successors or assigns become at once due and payable without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party, its successor/assigns shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof for the payment of the mortgage debt and said receiver's costs and expenses and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage and the bond or note and coupons secured hereby are made, and are to be construed by the laws of the state of Kansas. The foregoing conditions being fully performed this conveyance shall be void otherwise to be and remain in full force and effect.

In Witness Whereof We have hereunto set our hands Nov. 4, 1926.

Signed in the presence of
E.D. Hankley

Charles Elbert Woolf
Leona Woolf.

State of Kansas
County of Wyandotte ss

On this 8th day of November, 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and state personally came Charles Elbert Woolf and Leona Woolf his wife to me personally known to be the identical person described in and signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial seal the day and year last above written.

LS
My commission expires March 20th, 1929.

Ray Y. Stotts.
Notary Public.

Reg. # 2164
Fee \$5.00

From W.D. Hartwell
To Trustees Baker Univ.

MORTGAGE

State of Kansas, Douglas Co. ss
his instrument was filed for record
Nov. 9, 1926. At 1:50 P.M.

Don E. Williams
Register of Deeds.

This Indenture, Made this first day of November, in the year of our Lord one thousand nine hundred twenty six, by and between W.D. Hartwell & Gertrude Hartwell his wife of the county of Douglas and state of Kansas parties of the first part and The Trustees of Baker University a corporation party of the second part.

Witnesseth, That the said parties of the first part for and in consideration of the sum of Two 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 its heirs and assigns forever, all of the following described tract, piece or parcel of land lying and situate in County of Douglas and state of Kansas, to-wit: