

# MORTGAGE RECORD 67

461

East 40 acres of the east 60 acres of the south one half (1/2) of the northeast one fourth (1/4) of section 28, township 14 range 20 east.

To Have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to its 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 first part do hereby 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 in the quiet and peaceable possession of said party of the second part its heirs and assigns forever, 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 W.D. Hartwell & Gertrude Hartwell his wife are justly indebted unto the said party of the second part in the principal sum of Two Thousand Dollars, lawful money of the United States & Gertrude Hartwell his wife and payable according to the tenor and effect of one certain first mortgage real estate note, numbered 2 executed and delivered by the said W.D. Hartwell & Gertrude Hartwell his wife, bearing date November 1, 1926 and payable to the order of the said The Trustees of Baker University five years years after date, at Office of the Treasurer of Baker University, Baldwin Kans. with interest thereon from date until maturity at the rate of 6 per cent per annum payable semi-annually on the 1st days of May and November, in each year and 10 per cent per annum after maturity the installments of interest being further evidenced by ten 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 Baker University.

Second, Said part--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 in legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or 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 all 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 of said premises until the note hereby secured is fully paid.

Fourth, Said parties of the first part hereby agree to procure and maintain policies of fire insurance on the buildings erected and to be erected upon the above described premises in some responsible amount of 3500 combined fire & 3500 Tornado Dollars, loss, if any payable to the mortgagee or its assigns. And it is further agreed that ever such policy of insurance shall be held by the party of the second part or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note together with the costs and expenses incurred in collection said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder of holders of said note, may deliver said policy to said parties of the first part and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said party of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money either principal or interest according to the tenor and effect of said note and coupons when the same becomes due or to conform to or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once without notice.

And the said parties of the first part for said consideration do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the state of Kansas. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Executed and delivered in presence of

W.D. Hartwell  
Gertrude Hartwell

State of Kansas  
Douglas county

Be it remembered, That on this 2<sup>nd</sup> day of November, A.D. nineteen Hundred twenty six before me the undersigned a Notary Public in and for said county and state came W.D. Hartwell and Gertrude Hartwell his wife who personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

W.M. Clark  
Douglas County, Kansas

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Know All Men By These Presents, That The Trustees of Baker University, a corporation, the within named does hereby acknowledge full payment of the note by the foregoing mortgage secured, and although the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

In Witness Whereof, I have hereunto set my hand, on this 2<sup>nd</sup> day of October, A.D. 1926.

The Trustees of Baker University  
By E. V. Wood, Trustee

This return was written on the original mortgage entered this 13<sup>th</sup> day of October 1926  
Harold A. Buey  
Reg. of Deeds