## MORTGAGE RECORD 67

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MORTGAGE

From George S. Bretnall

Trustees Baker University

State of Kansas, Douglas County, ss This instrument filed FeW, 1927 at 1:35 P.W. (File 5') JAAC Williaman Register of Deeds.

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THIS INDENTURE, Made this first day of February in the year of our Lord one thousand nine hundred twenty-seren, by and between to ----George S. Bretnall and Martha L. Bretnall, his wife of the County of Douglas and State of Kansas, parties of the first part, and ----The Trustees of Baker University, a corporation part-- of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of ---One Ruczand Dollars--- to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have of anted, Bargained and Sold, and by these presents do Grant, Bar-gain, 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 Baldwin City County of Douglas and State of Kansas, to-wit:

Lots One Hundred Twenty Three (123) ;one hundred twenty -five (125); one hundred twenty-seven (127) and one hundred twenty nine(129) on Chapel Street Baldwin City County & State aforesaid

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 premises above granted and seized of a good and inde-feesible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defind 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 conditiins, to-wit:

First staid Geo.S. Bretnall & Martha L. Bretnall ,his wife, 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 America, being for a loan thereof, made by the said party of the second part to the said Geo.S. Bretnall & Martha L. Bretnall his wife, and payable according to the tenor and effect of one first Mortgage Real States Note - numbered 25, executed and delivered by the said Geo.S. Bretnall & Martha L. Bretnall his wife, bearing date Febtuary 1,1927 and payable to the order of the said The Trustees of Baker University-Firs Years years\_ after date sat the Office of the Treasurer of factor University Baldwin City, Kans. with interest thereon from date until maturity at the rate of six per cent per annum payable semi-annually on the first days of Nov, and May in each year, and - per cent per annum city, the installments of interest being further evidenced by ten ccupons 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.  $\mu_{\mu}$ 

The Trustees of Baker Eniversity at the Office of the Treasurer of Baker University. Second, Said parties of the first part 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 mid party of the scoond part or the legal 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 sume 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 pre-iums or not, it is distinctly under stood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediatel possession of the premises and the rents issues and profits thereof.

Nums of notifie to be foreclosed and shall be entitled to immediatel 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 ather ismporements 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 is 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 crected upon the above-described premises, in some responsible insurance company to the satisfaction of the legal holder or holders of this mertgage to the amount of Twenty four Hundred at least Dollars; loss, if any, payable to the mortgage or its assigns. And it is further agreed, that every, such policy of insurance shall be held by the party of the same and the person or persons so holding any such policy of policy of such as the right to collect and the genes or policy which may at any time become payable and receivable thereon, and apply the same, whon received, to the payment of said note, together with the costs and exponses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings reseted on the aforesaid mortgaged premises. Said parties of the second part, or the safe as incurred in collecting said insurance; said parties of the second part, or her building repaired strains and the person or person insurance shall be here the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, whon received, to the payment of the wave in collecting said insurance; or may elect to have buildings repaired or new buildings repaired on the aforesaid mortgaged premises. Said parties of the second part, or the same and the costs and conserves.

the costs and exponses incurred in collecting said insurance; or may elect to have buildings repeated or now buildings erected on the aforesaid mortgaged premises. Said parties of the second part, or the legal holder or holders of said note, may deliver said policy to said part of the first part, and require the collection of the same, and payment made of the proceeds as last above montioned. Fifth, Said parties 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 -

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George S. Bretnall Martha L. Bretnall