

KANSAS RECORDS ACT OF 1903

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 6th day of

Dec. A. D. 1926, at 10:10 A. M.

Jas E. Wellman
Register of Deeds.

By Deputy.

T. B. Hunt et ux

TO

Trustees of Baker University

Exp. No. 2260

Fee Paid 6.25

THIS INDENTURE, Made this 30th day of November, in the year of our Lord, one thousand nine hundred and twenty-six

P. B. Hunt and Edith D. Hunt, his wife,

of Baldwin City in the County of Douglas and State of Kansas
part 1st of the first part, and
The Trustees of Baker University, a corporation part 2nd of the second part.

WITNESSETH, that the said part 1st of the first part, in consideration of the sum of

Twenty Five Hundred DOLLARS, to them duly paid, the receipt of

which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd of the second part,

Douglas and State of Kansas, to-wit:

South 81 ft (eighty one) of Lot One Hundred Seven (107)
and the South eighty one (81) ft of the East Thirty Five (35) ft
of Lot One Hundred Nine (109) on the north side of High Street
of Baldwin City Douglas County Kans.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 parties making lawful claim thereto.

It is agreed between the parties hereto that the part 1st of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2nd of the second part, the loss, if any, made payable to the part 2nd of the second part to the extent of it.

And in the event that said part 2nd of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 2nd of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Twenty five hundred

DOLLARS, according to the terms of One certain written obligation for the payment of said sum of money, executed on the 30 day of November 1926, and by its terms made payable to the part 2nd of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part

of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if said real estate is encumbered with any other mortgage, or any part thereof, or any of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2nd of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a referee appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 2nd of the second part, making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, the part 1st of the first part have hereunto set their hands and seals on the day and year last above written.

F. B. Hunt (SEAL)

Edith D. Hunt (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas

COUNTY OF Douglas

BEIT REMEMBERED, That on this 1st day of Dec. A. D. 1926, before me, a

Notary Public in the aforesaid County and State, came

P. B. Hunt and Edith D. Hunt, his wife,

L.S. to me personally known to be the same person who executed the foregoing instrument 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.

My Commission Expires on the 15 day of May 1927 W. M. Clark. Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 2 day of June 1928

(copy seal)

The Trustees of Baker University
E. B. Wood Mortgage. Owner.

Seaman

This Release
was written
on the original
Mortgage
and signed
this 2nd day
of June
1928
at the City of
Kansas
County of
Douglas

James B. Beck
Notary Public
for the State of Kansas
Douglas

For Copy, See Page 25