

Reg. No. 1964
 Fee Paid, \$ 2.75

MORTGAGE RECORD-73

FROM

Charles M. Calhoun and wife

TO

The Board of Trustees of Ottawa University,
 Ottawa, Kansas

State of Kansas, Douglas County, ss.

This instrument was filed for record on the 17th day of
 Sept. A. D. 1932, at 1:12 o'clock P. M.

By Ernest B. Cunningham Register of Deeds.

By _____, Deputy.

THIS INDENTURE, Made this 16th day of September, in the year of our Lord one thousand nine hundred
 Thirty-two, between Charles M. Calhoun and Alice Calhoun, his wife,

of Lawrence in the County of Douglas and state of Kansas, of the first part, and
 The Board of Trustees of Ottawa University, Ottawa, Kansas,

of the second part,
 WITNESSETH, That the said parties of the first part, in consideration of the sum of
 Eleven Hundred Fifty & no/100 (\$1150.00) DOLLARS,
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage
 to the said party of the second part, its heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State
 of Kansas, described as follows, to-wit:

The Southeast Quarter of the Northeast Quarter, Section 11, Township 15, Range 19, Douglas County,
 Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein, 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 of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a MORTGAGE to secure the payment of the sum of Eleven Hundred Fifty & no/100 (\$1150.00) DOLLARS, according to the terms of one certain promissory note, this day executed by said parties of the first part

to the said party of the second part.
 Said note being given for the sum of Eleven Hundred Fifty & no/100 (\$1150.00) DOLLARS,
 dated October 1, 1932, due and payable in five years from date thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons of \$34.50 Dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Eleven Hundred Fifty & no/100 (\$1150.00) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the parties of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of 10 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisalment hereby waived or not, at the option of the party of the second part, its executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party of the second part, making such sale, on demand, to the said heirs and assigns.

IN TESTIMONY WHEREOF. The said parties of the first part have hereunto set their hands and seals, the day and year last above written.

Signed, sealed and delivered in presence of

Charles M. Calhoun (SEAL)

Alice Calhoun (SEAL)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of September, A. D. 1932, before me the undersigned,
 a Notary Public in and for said County and State, came Charles M. Calhoun, and Alice Calhoun, his wife,

Legal Seal

(Seal)

to me personally known to be the same person who executed the foregoing instrument of writing 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.

Bernice E. Jones

Notary Public.

My commission expires Dec. 29, 1932.

For Extension
 agree - see
 Book 83 page 10

The following is endorsed on the original instrument.
 The note herein described having been paid in full, this mortgage is hereby
 released and the lien thereby created discontinued.
 As witness my hand this 16th day of July, 1939.
 Ernest B. Cunningham, Register of Deeds.

Recorded July 6, 1939.
 Ernest B. Cunningham, Register of Deeds.