

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64104

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Fremont H. Flickinger Fremont H. Flickinger and Alice B. Flickinger husband & wife dated the 1st day of December A. D. 1921 which is recorded in Book 62 of Mortgages, page 274 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 19th day of September A. D. 1930.

Corp. Seal.

The Trustees of Baker University
By F. E. Wolf Treas.

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 19th day of September A. D. 1930 before me, the undersigned, a Notary Public in and for said County and State, came F. E. Wolf, Treas, Baker University 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.

Legal Seal

My commission expires August 9th 1933.

J. B. Ross Notary Public

Recorded September 23, 1930 A. D. at 11:50 A. M.

Elmer C. Armstrong

Register of Deeds

MORTGAGE

THIS INDENTURE, Made the 22nd day of September A. D. 1930 between John Ott and Mary Ott, his wife parties of the first part, and Collins Mortgage Company, a corporation, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Two Thousand and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit: Northeast Quarter of Southeast Quarter of Section One (1) Township Thirteen (13) South (less Railroad Right of Way) and the South Twenty (20) acres of the West Half of Southwest Quarter of Section Thirty-six (36) Township Twelve (12) South, all in Range Twenty (20) East of the Sixth Principal Meridian (less One (1) acre in the Southeast corner), and containing 57½ acres more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisal exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said Collins Mortgage Company for money borrowed in the principal sum of Two Thousand and no/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said Collins Mortgage Company a certain promissory note in the sum of Two Thousand and no/100 Dollars, bearing even date herewith and payable to the order of the Collins Mortgage Company, its successors or assigns according to the tenor and effect of said note, with interest thereon from October 1, 1930 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable semi annually until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of the insurable value of said buildings, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance conditions) with loss, if any payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof, deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record the expense of which satisfaction the parties of the first part agree to pay otherwise to remain in full force.

Reg. No. 920

Fee Paid \$6.00

In Payment Due 12th 17 - 1930