

Reg. No. 1078
Fee Paid .02

MORTGAGE

THIS INDENTURE, Made this 13 day of Sept. in the year of our Lord one thousand nine hundred and thirty between John N. Baker and Sarah Jane Baker of---- in the County of Douglas and State of Kans. party of the first part, and The Board of Trustees of Ottawa University party of the second part: WITNESSETH, That the said parties of the first part in consideration of the sum of \$200.00 Two hundred 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 South half of Southeast quarter of Section 10 Township 15 Range 15 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 indefensible estate of inheritance therein, free and clear of all encumbrances except one 1st mortgage to the mortgagee herein. First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second part, or assigns, in the sum of not less than \$-----dollars, each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$200.00 Two hundred Dollars according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 22nd day of July 1935 or before to the order of said second party interest at 6 % payable semi-annually.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole or sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second party its executors, administrators and assigns, at any time thereafter to take possession of the said premises, 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 of making such sale, and the over-plus, if any there be, shall be paid by the party making such sale, on demand to the said first parties or their heirs and assigns.

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

Signed, Sealed and Delivered in the presence of

John N. Baker (Seal)
Jane Baker (Seal)

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 13 day of Sept. A. D. 1930 before me a Notary Public in and for said County and State, came John N. Baker and Jane Baker, his wife, 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.

Legal Seal

Commission expires Dec. 6, 1932.

E. F. Bowers Notary Public

Recorded Dec. 9, 1930 A. D. at 9:10 A. M.

Edw. C. Cronley

Register of Deeds

RELEASE DEED

WHEREAS, Lemuel Sturdy and Mary E. Sturdy, his wife, by their certain mortgage, dated January 27th 1925, recorded in Book 66 at page 551 of the mortgage records of Douglas County, Kansas, conveyed and mortgaged unto George E. Smith, the following described real estate, situate in Douglas County, Kansas, to-wit: The Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Fifteen (15) Township Fourteen (14) Range Twenty (20) and the East Ten (10) Acres of the West Fifteen (15) acres of the South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-two (22) Township Fourteen (14) Range Twenty (20) and the East Forty-five (45) Acres of the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Fifteen (15) Township Fourteen (14) Range Twenty (20), to secure the sum of Fifteen Hundred Dollars (\$1500.00) and

and WHEREAS, the said George E. Smith desires to release the above described real estate from the lien and effect of said above described mortgage.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That George E. Smith, in consideration of the premises, does hereby release said above described real estate from the lien and effect of said mortgage

IN WITNESS WHEREOF, The said George E. Smith, has hereunto set his hand this 26th day of November 1930.

George E. Smith

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO, SS.

BE IT REMEMBERED, That on the 26th day of November 1930 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George E. Smith, to me personally known

Read & signed by the original instrument
 The within Mortgage being from said parties released on the
 19th of Dec. 1930
 Original in Book 66 at page 551
 Recorded
 Fred A. Bowers
 Notary Public
 State of Kansas
 Franklin County
 1930