

Receiving No. 5113

MORTGAGE RECORD 80

Reg. No. 1265
Fee Paid, \$ 3.25

Receiving No. 5114

FROM

C.S. Eokert and Maude W. Eokert, his wife
TO

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 25 day of
October A. D. 19 37, at 10 o'clock P. M.*Harold G. Beck*
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 25th day of October, in the year of our Lord, one thousand nine hundred and thirty-seven, between Charles S. Eokert and Maude W. Eokert, his wife,

of Baldwin in the County of Douglas and State of Kansas
parties of the first part, and Trustees of the Baker UniversityWITNESSETH, That the said party of the first part, in consideration of the sum of
Thirteen Hundred & no/100 - - - - - 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 party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:Beginning thirty-nine rods north of the southeast corner of the southwest quarter of Sec. thirty-four
Twp. 14, Range 20, thence north forty-three rods seven feet, thence west forty-one rods three and one-
half feet, thence south forty-three rods seven feet, thence east forty-one rods three and one-half
feet to place of beginning, andThe South three and one-third acres of the north six and two-thirds acres of the west thirteen and
one-third acres of the south forty acres of the east sixty acres of the southwest quarter of Sec.
thirty-four, Twp. 14, Range twenty, andBeginning sixty rods west and thirty-nine rods north of the southeast corner of the southwest quarter
of Section thirty-four, Twp. fourteen, Range twenty, thence north fourteen and one-third rods, thence
east eighteen rods and thirteen feet, thence south fourteen and one-third rods, thence west eighteen
rods thirteen feet to the place of beginning.

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

And the said party 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 that 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 parties 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 upon said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado by such insurance company as shall be specified and directed by the parties of the second part, the loan, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties 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 Thirteen Hundred & no/100 - - - - - DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 25th day of October 1937 and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said parties 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 parties 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 war is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all 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 parties of the second part or its successors to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver 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 parties of the second part, on demand, to the parties of the first part.

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 bind to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last above written.

Chas. S. Eokert (SEAL)

Maude W. Eokert (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 25 day of October A. D. 19 37, before me, a Notary Public in and for the County of Douglas and State of Kansas, came

Charles S. Eokert and Maude W. Eokert his wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL) 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 16 day of May 19 37.

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 25th day of October 1937.

(Corp. Seal)

Trustees of the Baker University
By E. V. Wood
Treasurer

Notary Public

This release was written on the original mortgage

entered this 18 day of October 1937

Harold G. Beck
Reg. of Deeds

Frances E. Walton

Peoples State B

THIS INDENTURE
hundred and thirty-of Lawrence
parties of the first partWITNESSETH, T
Six hundred CO
which is hereby acknowledged
following described real esA tract of
"Reserve" 4
as follows
thence East
thence West
of beginning

with the appurtenances and

And the said parties 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 that of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the parties 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 upon said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado by such insurance company as shall be specified and directed by the parties of the second part, the loan, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties 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 Six hundred CO/100 - - - - - DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 25th day of October 1937 and by its terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the said parties 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 parties 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 war is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all 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 parties of the second part or its successors to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver 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 parties of the second part, on demand, to the parties of the first part.

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 bind to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand and seal the day and year last above written.

STATE OF Kansas)

COUNTY OF Douglas)

(SEAL)

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 25th day of October 1937.

(Corp. Seal)