

DOUGLAS COUNTY

Recorded 2 May 9
Karol A. B. B. B.

As witness my hand this 10th day of May, 1938
W. M. Clark
Notary Public

Reg. No. 1511
Fee Paid \$3.00

party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisal waived at option of mortgagor.

Now, if said Webb E. Fenton and Jessie K. Fenton shall pay or cause to be paid to said party of the second part its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its successors or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, this mortgage being given for the balance of the purchase price of said property and including estimated taxes, assessments and insurance on the same and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Webb E. Fenton
Jessie K. Fenton

STATE OF KANSAS,)
Douglas County,) SS.

Be it Remembered, That on this 15 day of June A.D. 1938 before me, W. M. Clark, a Notary Public in and for said County and State, came Webb E. Fenton and Jessie K. Fenton husband & wife to me personally known to be the same persons 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.

W. M. Clark
Notary Public.

(SEAL) My Commission Expires May 15 1939

Recorded June 21, 1938 at 9:15 A.M.

W. M. Clark
Register of Deeds.

Receiving No. 6167

MORTGAGE

THIS INDENTURE, Made this 18 day of June in the year of our Lord one thousand nine hundred and thirty eight, between Henry W. Pohl and Alma C. Pohl, his wife, of Baldwin, in the County of Douglas and State of Kansas Parties of the first part, and The Board of Trustees of Ottawa University, a corporation party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1200.00 TWELVE 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 successors and assigns, forever, all that tract of parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Half (1/2) of the Southeast Quarter (S.E. 1/4) of Section Sixteen (16), Township Fifteen (15), Range Nineteen (19)

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 encumbrances. 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 party, or assigns, in the sum of not less than \$2700.00 Dollars each, and shall deliver the policies to said second part, and should said first party neglect as 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 \$1200.00 TWELVE 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 18th day of June 1943, to the order of said second party The Board of Trustees of Ottawa University, a corporation. And this conveyance shall be void if such payment be made as 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 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 part its successors and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the 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 overplus, 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.

Henry W. Pohl
Alma C. Pohl

STATE OF KANSAS,)
Franklin County,) SS.

BE IT REMEMBERED, That on this 18 day of June A.D., 1938, before me, a Notary Public in and for said County and State, came Henry W. Pohl and Alma C. Pohl, his wife, to me personally known to be the same persons 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.

Bertha Rumford
Notary Public.

(SEAL) Commission expires Jan. 17 1940

Recorded June 21, 1938 at 9:30 A.M.

W. M. Clark
Register of Deeds.

True Return
As written
Original
Mortgage
Specimen
day
of
month
year
1938
J. H. W. Pohl - Mortgage having been paid in full, it is to be returned to the original owner, the Board of Trustees of Ottawa University, day of June, 1944.
The Board of Trustees of Ottawa University
J. H. W. Pohl
Notary Public