

DOUGLAS COUNTY

State of Georgia)
Troup County) SS

Be it Remembered, That on this 24 day of May A. D. 1944 before me, the undersigned, a Notary Public in and for said County and State, came Helen Swank, 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.

(SEAL) My Commission expires Nov. 17, 1945

Eleanor H. Orr
Notary Public

Recorded June 5, 1944 at 9:05 A. M.

Harold A. Beck Register of Deeds

Receiving No. 20769 <

Reg. No. 3764
Fee Pd. \$3.00 <

MORTGAGE

THIS INDENTURE, Made this 24th day of May, A. D. 1944, between G. Earl Marchand and Dorothy H. Marchand, husband and wife, of McPherson County, in the State of Kansas, of the first part and McPherson College of McPherson County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twelve Hundred and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, its successors and assigns, all the following-described real estate situated in Douglas County and State of Kansas, to-wit:

North Half ($\frac{1}{2}$) of the Southeast Quarter ($\frac{1}{4}$) of Section Nine (9), Township Fifteen (15), South of Range Nineteen (19) East of Sixth P. M. in Douglas county, Kansas

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

With the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said grantors 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 Twelve Hundred No/100 DOLLARS according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part. Said note being given for the sum of Twelve Hundred No/100 DOLLARS, dated May 25, 1944, due and payable in five years from date with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached. And the said parties of the first part hereby agree to keep the said premises insured in favor of the said mortgagee in the sum of _____ DOLLARS in some insurance company satisfactory to the said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part, and the same shall become an additional lien under this mortgage.

NOW, If said parties of the first part 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, or 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, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

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

G. Earl Marchand
Dorothy H. Marchand

State of Kansas, McPherson County, ss:

BE IT REMEMBERED, That on this 25th day of May, A. D. 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. Earl Marchand and Dorothy H. Marchand, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) Term expires Feb 16 1946

Dale Strickler
Notary Public

Recorded June 5, 1944 at 11:35 A. M.

Harold A. Beck Register of Deeds

This release was written on the original mortgage

\$1200.00

Receipt

January 7, 1949

Received of G. Earl Marchand & Dorothy H. Marchand and _____ Dollars

in full satisfaction of the within mortgage.

(Camp Seal)

McPherson College

J. H. Fries, Secy-Treasurer