

MORTGAGE RECORD 91

Receiving No. 24571

Reg. No. 4341

Fee Paid, \$ 30.00

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11th day of

September A. D. 1945, at 10:30 o'clock A. M.

By

Harold A. Beck
Register of Deeds.
Deputy.

THIS INDENTURE, Made this first day of September, in the year of our Lord, one thousand nine hundred and forty-five between Harry W. Barnett and Aileen H. Barnett, his wife, Irwin H. Greer and Bessie M. Greer, his wife, E.S. Dillon and Irene Dillon, his wife

of Faldwin City in the County of Douglas and State of Kansas parties of the first part, and The Trustees of Baker University part Y of the second part.

WITNESSETH, That the said part ies of the first part, in consideration of the sum of Twelve Thousand and 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 part Y of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Sixty acres, more or less, off the West side of the Northeast fractional quarter of Section 2; also the West half of the southeast quarter of Section 2; also the southwest quarter of Section 2; also North half of Northeast quarter Section 10; also the Northwest quarter of Section 11; also fifty-two acres, more or less, being eighty acres in the West half of the Northeast quarter of Section 11, less two tracts described as, Begin at N.E. corner of West half of N.E. quarter of said section, thence South 1820', West 578', North 90 degrees 20' E. 708', North 5 degrees 20' West 1060', East 248' to beginning, Beginning 1820' South of the N.E. corner of the West half of said N.E. quarter, thence South 820', West 840', North 2 degrees 20' East 862', East 578' to beginning; (It being the intention to convey that part of the west half of the Northeast quarter of said Section 11, lying west of the public road.)

All said land being in Township 14, Range 18, said county and state.

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

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner, E. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

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 part ies 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 against said real estate when the same become due and payable, and that Will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part ies of the second part to the extent of interest. And in the event that said part ies 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 part Y of the second part may pay said taxes and insurance, or either, and the amount so paid shall be 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 Twelve Thousand and no/100

DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the first day of September 1945, and by its terms made payable to the part Y 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 part Y of the second part to pay for any insurance, or for discharge any liens with interest accruing thereon hereinafter.

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 waste 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 said part Y of the second part 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 overplus, if any there be, shall be paid by the part ies making such sale, on demand, to the first part ies.

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

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

Harry W. Barnett (SEAL)

Aileen H. Barnett (SEAL)

Irwin W. Greer (SEAL)

Bessie M. Greer (SEAL)

E. S. Dillon-Irene Dillon (SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 4th day of Sept. A.D. 1945, before me, a Notary Public in the aforesaid County and State, came

(SEAL)

Harry W. Barnett Aileen H. Barnett, his wife Irwin W. Greer and Bessie M. Greer, his wife E.S. Dillon and Irene Dillon, his wife 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.

My commission expires on the 4th day of Sept. 1948.

C. E. Estell

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 4th day of Sept., 1945.

Mortgagee. Owner.