

Receiving No. 28720

MORTGAGE RECORD 91

Reg. No. 4988  
Fee Paid, \$ 6.25

FROM  
TO  
STATE OF KANSAS, DOUGLAS COUNTY, ss.  
This instrument was filed for record on the 27 day of June A. D. 1946, at 10:35 o'clock A. M.  
By Harold A. Beck Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 22nd day of June, in the year of our Lord, one thousand nine hundred and Forty-six between William V. Potts and Helen C. Potts, his wife of Baldwin City in the County of Douglas and State of Kansas part 108 of the first part, and Trustees of the Baker University part y of the second part.

WITNESSETH, That the said part 108 of the first part, in consideration of the sum of Twenty-Five Hundred and no/00 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 at a point 230 feet East of the Southwest corner of Section Thirty-four (34), Township Fourteen (14) Range Twenty (20) East of the 6th P.M. thence North 457 feet, thence East 250 feet, thence South 457 feet, thence West to the place of beginning, excepting Lots 5 and 8 in Block 90, all in vacated townsite of Palmyra

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with the appurtenances and all the estate, title and interest of the said part 108 of the first part therein. And the said part 108 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 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 108 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 becomes due and payable, and that they 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 108 of the second part, the loss, if any, made payable to the part 108 of the second part to the extent of interest. And in the event that said part 108 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 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 Twenty-five hundred and no/00 DOLLARS, dated 22nd day of June 1946, according to the terms of a certain written obligation for the payment of said sum of money, and also to secure any sum or sums of money advanced by the said part y of the second part to pay for any 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.

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 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, or its assigns, 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 part y making such sale, on demand, to the first part 108.

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 108 of the first part have hereunto set their hands and seals the day and year last above written.  
William V. Potts (SEAL)  
Helen C. Potts (SEAL)

STATE OF Kansas ss.  
County of Douglas  
BE IT REMEMBERED, That on this 24th day of June A.D. 1946, before me, a Notary Public in the aforesaid County and State, came William V. Potts & Helen C. Potts to me personally known to be the same person s 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 7 day of August 1948  
Gladys O. Morris 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 10 day of June 1947.  
Beverly M. Baker University Mortgagee.  
E. V. Shub - Treasurer Owner.

This release was written on the original mortgage entered this 11 day of June 1947.  
Harold A. Beck Reg. of Deeds  
Douglas County