

39701 BOOK 97

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MORTGAGE
This Indenture, Made this 10th day of December, in the
year of our Lord one thousand nine hundred and forty-nine, between
Arthur D. Francia and Gertrude E. Francia, his wife

of Baldwin City, in the County of Douglas and State of Kansas

parties of the first part, and Trustees of The Baker University

parties of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of THREE THOUSAND AND NO/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, here 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:
Lots Nos. Eighty Seven (87), Eighty Nine (89) and Ninety One (91) on Baker Street,
in the City of Baldwin City,

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they the lawful owner of the premises above granted, and second 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 part 100 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied on the said real estate and real estate when the same becomes due and payable, and that they shall keep the buildings upon said real estate in good repair and make such improvements in such sum and by such insurance company as shall be specified and directed by the parties hereto, and if any sum so paid by the party of the second part to the extent of one-half of the interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same becomes due and payable or to keep said premises in good repair, then the party 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 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of THREE THOUSAND AND NO/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10th day of December, 1942, and by the terms made payable to the part 100 of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 100 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 part 100 of the first part shall fail to pay the same as provided in this indenture.

Add this covenant shall be void if such payments 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 upon said real estate are not kept in good repair, as they are now, or if waste is committed on said premises, that this conveyance shall become void, and the whole same remain 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 holder to sue on the same, and the whole same remain unpaid, and all of the obligations of the second part to all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing to the said premises, and to sell the same 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 party of the second part, making such sale, on demand, to 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 run, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 100 of the first part has hereunto set hand and seal, the day and year last above written:

A. R. Francia (SEAL)
Gertrude E. Francia (SEAL)

STATE OF Kansas
COUNTY OF Douglas } ss.

Do It Remembered That on this 10th day of December A.D. 1942

before me, a Notary Public in the aforesaid County and State,
came Glen D. Stocker and Gertrude E.

Frances, his wife

to me personally known to be the same person 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:

Glen D. Stocker
Notary Public

My Commission Expires January 28, 1952

Recorded December 28, 1949 at 1:35 P.M.

RELEASE

Arvel A. McCoy Register of Deeds.

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 13th day of February 1959.

ATTEST: Virgil Reeves, Secretary

TRUSTEES OF THE BAKER UNIVERSITY
by (Hugh P. Hartley) President

Mortgagor, Owner

(Corp. Seal)

