

40826

BOOK 98

MORTGAGE

(No. 523)

W. J. Doyle, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this second day of June, in the
year of our Lord one thousand nine hundred and fifty
between
Eugene Victor Fewel and Helen Lucille, 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, a Corporation

page 7 of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of

THIRTY-FOUR HUNDRED 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 party of the second part, the following described
real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The North 64 Feet of Lots 83, 85, 87, and 89on Fremont Street in the City of Baldwin City,Douglas County, Kansas

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 incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereon.
It is agreed between the parties hereto that the parties 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 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 parties of the second part, the
loss, if any, made payable to the parties of the second part to the extent of 1000 interest. And in the event that said parties of the first
part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the parties 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 -----
THIRTY-FOUR AND NO/100 ----- DOLLARS,

according to the terms of no certain written obligation for the payment of said sum of money, executed on the second day of
June 1950, and by the terms made payable to the part 7 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 party 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 party of the first part shall fail to pay
the same as provided in this indenture.

And this conveyance 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 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 party of the second part to take possession of the premises and to sell the same
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
parties of the first part, making such sale, on demand, to the first party of the second 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 inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective
parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hands and
said, the day and year last above written.

Eugene Victor Fewel (SEAL)Helen Lucille Fewel (SEAL)

STATE OF Kansas
COUNTY OF Douglas

ss.

Be It Remembered, That on this 3rd day of June A. D. 19 50

before me, a Notary Public in the aforesaid County and State,
came Eugene Victor Fewel and Helen Lucille Fewel,
husband and 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.

My Commission Expires December 12 19 51.

Notary Public

Recorded June 1, 1950 at 11:59 A. M.

Walter B. Black Register of DeedsHale Steele

This instrument was recorded in the original
 office of the Register of Deeds, Douglas County,
 Kansas, on June 1, 1950, at 11:59 A. M.
 and the same was indexed in the index to
 the books of the Register of Deeds, Douglas County,
 Kansas, on June 1, 1950, at 11:59 A. M.

Notary Public
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 Kansas, on June 1,
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Record 1 ft.
 day of June
 1950