

45652 BOOK 101

## MORTGAGE

This Indenture, Made this 15th day of February in the year of our Lord one thousand nine hundred and Fifty Two between Geraldine E. Coffman and Floyd H. Coffman, her husband,

of Ottawa in the County of Franklin and State of Kansas of the first part, and The Board of Trustees of Ottawa University of the second part: Witnesseth, That the said part 1st of the first part, in consideration of the sum of Thirty Seven Hundred Fifty and no/100 (\$3750.00) Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd its successors and assigns, forever, all that tract or parcel of land, situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The West one half (W.1/2) of the South West Quarter (S.W.1/4) of Section Eleven (11), Township Fifteen (15), Range Eighteen (18), Douglas County, Kansas, and containing 80 acres, more or less;

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 encumbrances whatsoever;

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Four Thousand and no/100 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid thereof with interest at ten per cent per annum; and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of Thirty Seven Hundred Fifty and no/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 15th day of Feb. 1952, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of said note; interest on said note and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Ottawa, Kansas;

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part its executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

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

Signed, Sealed, and delivered in presence of:

Geraldine E. Coffman (Seal)  
Floyd H. Coffman (Seal)

STATE OF KANSAS,

Franklin County, ss.

Be It Remembered, That on this 15th day of Feb. A. D. 1952, before me, a Notary Public in and for said County and State, came Geraldine E. Coffman and Floyd H. Coffman, her husband,

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.

E. E. Haley, Notary Public

Commission expires on the 14th day of Oct. 1952.

Recorded February 20, 1952 at 3:55 P. M.

Harold O. Back Register of Deeds

The Within Mortgage having been paid in full, it is hereby released on this the original instrument, this 12th day of August 1971.

The Board of Trustees of Ottawa University  
By (E.E. Haley) Treasurer



This release is written on the original instrument. It is not valid unless signed by the original parties and the Register of Deeds.