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MORTGAGE

(52K)

BOOK 101

Boyle Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture,

Made this ninth day of April, in the
year of our Lord one thousand nine hundred and fifty two between
Byron A. Coates, Jr., an unmarried man

of Palmdin, in the County of Douglas and State of Kansas
part y of the first part, and Trustees of The Baker University, A Corporation
part y of the second part.

Witnesseth, that the said party y of the first part, in consideration of the sum of

FOUR THOUSAND AND NO/100 DOLLARS

to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture
do es GRANT, BARGAIN, SELL and MORTGAGE to the said party y of the second part, the following described
real estate situated and being in the County of Douglas and State of Kansas, to-wit:

That part of the Southeast Quarter and that part of the Southwest Quarter of Section 13,
Township 15, Range 19 described as follows: Beginning at a point 20 rods west of the
southeast corner of said Southeast Quarter of Section 13, thence running west 140 rods,
thence north 160 rods, thence east 60 rods, thence south 80 rods, thence east 80 rods,
thence south 80 rods to place of beginning; also, commencing at the southeast corner of
said Southwest Quarter of Section 13, running thence west 14 rods, thence north variation
9 degrees, East 40 rods, thence North variation 9 degrees 30 minutes, East 40 rods,
thence West 17 rods, 14 links, thence North variation 10 degrees 80 rods to Half Section
line, thence East 62 rods, 1 link to center of said Section Thirteen (13), thence South
160 rods to place of beginning.

Commencing 20 rods west of the Northeast corner of the Southeast Quarter of Section 13,
Township 15, Range 19 and running West 80 rods, thence South 80 rods, thence East
80 rods, thence North 80 rods to the place of beginning and containing 40 acres more
or less, all in Douglas County, Kansas.

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

And the said part y of the first part do es hereby covenant and agree that at the delivery hereof he is the lawful owner
of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part y of the first part shall at all times during the life of this indenture, pay all
taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that he 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 y of the second part to the extent of its
interest. And in the event that said part y 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 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 pay-
ment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of FOUR 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 ninth
day of April 19 52, 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 or sums of money advanced by the
said part y 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 y 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 of 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 its successors or assigns to take possession of the said premises and all the improve-
ments 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 y.

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 y of the first part has hereunto set his hand
and seal, the day and year last above written.

Byron A. Coates Jr. (SEAL)
(SEAL)
(SEAL)
(SEAL)

This release
was written
on the original
mortgage
this 7 day
of September
1952
W. H. Black
and a copy
Byron A. Coates
Deputy