

MORTGAGE RECORD NO. 60

99

The following is endorsed on the original instrument:

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 16th day of June, 1921
Frank M. Holliday
Notary Public

(Copy)
W. C. McInnis
Secretary

This Indenture, Made this first day of June in the year of our Lord 1921, between Nathaniel McBlain and Baxter D. McBlain, her husband of Lawrence in the County of Douglas and State of Kansas, of the first part, and Friends University of Wichita, Kansas of the second part:

WITNESSETH That the said part first of the first part, in consideration of the sum of

Twenty five Hundred (\$2500.00) DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, has been sold, and by these presents do grant, bargain, sell and mortgage to the said part second of the second part to them heirs 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: Lot number ninety-two (92) Louisiana Street, Lawrence, Kansas

with all the appurtenances, and all the estate, title and interest of the said part first of the first part therein. And the said Nathaniel McBlain and Baxter D. McBlain, her husband do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises, above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

This Grant is intended as a Mortgage to secure the payment of the sum of Twenty five Hundred (\$2500.00) Dollars according to the terms of the certain note this day executed and delivered by the said Nathaniel McBlain and Baxter D. McBlain, her husband to the said part second of the second part

and this conveyances shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said part second of the second part its executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sales to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the part first making such sale, on demand, to said Nathaniel McBlain and Baxter D. McBlain, her husband, their heirs and assigns.

IN WITNESS WHEREOF, The said part first of the first part ha are hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of Nathaniel McBlain (SEAL)
Baxter D. McBlain (SEAL)

STATE OF Kansas
Douglas County ss.

BE IT REMEMBERED, That on this 4th day of June, A. D. 1921, before me, Frank M. Holliday Notary Public in and for said County and State, came Nathaniel McBlain and Baxter D. McBlain, her husband to me personally known to be the same person who executed the foregoing instrument and duly acknowledged 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 January 21st 1922 Frank M. Holliday Notary Public.

Filed for Record the 16th day of June, A. D. 1921, at 11:45 o'clock A. M.
Estelle Northrup Register of Deeds
Deputy.

Recorded May 6 1921
W. C. McInnis
Secretary