

MORTGAGE RECORD NO. 60

The following is confirmed on the original instrument.

Recorded Jan 30 1924
Seal C. Wellman
Register of Deeds

Witness my hand this 11th day of August A.D. 1924
Always Truly Yours,
Schuyler C. Messenheimer

This Indenture, Made this Twenty-fifth day of August in the year of our Lord one thousand nine hundred and twenty-four, between Schuyler C. Messenheimer and Clara M. Messenheimer (Wife) 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 of the first part, in consideration of the sum of Three Thousand 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 of the second part, its 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:

Commencing on the West line of Vermont Street produced South from the City of Lawrence, Twenty (20) rods South of said North line of North West Quarter (1/4) of Section Seven (7), Township Fourteen (14), Range Twenty (20) Thence West Forty (40) rods South Forty (40) rods East Forty (40) rods West Forty (40) rods to beginning containing Ten (10) acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Schuyler C. Messenheimer and Clara M. Messenheimer 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.

This Grant is intended as a Mortgage to secure the payment of the sum of Three Thousand Dollars according to the terms of one note this day executed and delivered by the said Schuyler C. Messenheimer and Clara M. Messenheimer to the said part of the second part.

and this conveyance 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 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 sales, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to said Schuyler C. Messenheimer heirs and assigns.

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

Signed, Sealed and Delivered in the presence of Schuyler C. Messenheimer (SEAL) Clara M. Messenheimer (SEAL)

STATE OF Kansas } ss. Douglas County }

BE IT REMEMBERED, That on this 25 day of August A. D. 1924, before me, John M. Newlin, Notary Public in and for said County and State, came Schuyler C. Messenheimer and Clara M. Messenheimer 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 March 20 1925 John M. Newlin Notary Public.

Filed for Record the 1st day of Oct A. D. 1924 at 4:25 o'clock P. M. Seal C. Wellman Register of Deeds