

KANSAS DEEDS RECORD ACT OF 1925

they are the lawful owner of the premises above granted and seized of a good and indefensible estate therein, free and clear of all encumbrances.

Provided, Always and these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part, its successors or assigns, the sum of Twenty five hundred Dollars with interest thereon at the time and in the manner specified in one certain real estate bond, bearing date September 4, 1924, executed by the parties of the first part payable to the order of Friends University a corporation of Wichita Kansas, in amount and due as follows:

\$2500/00--due Five Years after date with interest at the rate of 7 per cent per annum from date until maturity or default payable semi-annually on the Fourth days of March and September in each year and with 10 per cent interest per annum after maturity or default until paid, according to the true intent and meaning thereof, then in that case these presents and everything herein expressed shall be absolutely null and void. But on default of the payment of any part of the principal or interest of any one of said notes at maturity, or if insurance is not maintained as agreed or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable each and all of the several amounts herein recited shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law. Parties of the first part agree to procure and maintain policies of insurance on the buildings erected on the premises in the sum of Twenty five hundred Dollars, if any, payable to mortgagee or assigns. If any money is advanced by the holder of this mortgage to protect itself, or any prior liens, this mortgage to become due, and the money paid out bear interest at the rate of 10 per cent per annum and to become part of this debt. In case of foreclosure and sale the part of the first part hereby waive-- the right of appraisal of the premises.

In Testimony 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

J. S. St Clair (SEAL)
Matie B. St Clair (SEAL)

State of Kansas (ss;
Douglas County (ss;

Be It Remembered That on this 3-d day of Feb'y. A.D. 1925 before me a Notary Public, in and for said County and State came J. S. St Clair and Matie B. St Clair (wife) to me personally known to be the same person who executed the within 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.

John X. Newlin.
Notary Public.

L.S.
My Commission expires March 20, 1927.

MORTGAGE.

From
Charles C. Edgar et al
To
The Liberty Life Insurance Co.

State of Kansas, Douglas Co. ss;
This instrument was filed for record
on the 4th day of Feb. 1925 at 9:15 AM.
Lois E. Williams
Register of Deeds.

By-----Deputy

This Indenture, Made this second day of February in the year of our Lord nineteen hundred and twenty five between Charles C. Edgar and Mabel M. Edgar his wife (being of lawful age) of the County of Douglas and State of Kansas, of the first part, and the Liberty Life Insurance Company of Topeka, Kansas, of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of \$1700, Seventeen Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged have sold and by these presents do grant, bargain, sell and convey to the said second party its heirs and assigns forever, the following tract or parcel of land situated in the county of Douglas State of Kansas, described as follows, to-wit:

Lot number fifty seven (57) and the south five feet of lot number fifty five (55) on Rhode Island Street in the City of Lawrence 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 indefensible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will Warrant and Defend the same against the lawful claims of all persons.

This grant is intended as a mortgage to secure the payment of the sum of \$1700. Seventeen Hundred Dollars and interest thereon according to the terms of a certain note with interest notes attached thereto; this day executed by the said parties of the first part payable to The Liberty Life Insurance Co. or order, at the office of the Liberty Life Insurance Co., Topeka Kansas with interest payable semi-annually on the first day of February and August in each year. The parties of the first Part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they will keep the buildings on said property insured for \$----- in some approved Insurance Company, payable in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

Now, if such payments be made as herein specified, this conveyance shall be void and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum but the party of the second part may pay any unpaid taxes charged against said property or insure said property if default be made in keeping up insurance and may recover for all such payments with interest at ten per cent per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors administrators or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisalment waived or not at the option of the party of the second part.

*the attention, so 16-107
Gratification, 20-79-207
in accordance with 88-87, 89-87*

*the wife being deceased having been killed in
the war and left a baby whom she left to
be taken to her mother's home in 1915
(see 20-79-207) and was buried in Lawrence, Mo.
and 20-79-207 by James H. Williams (see 20-79-207)*

*This instrument
was filed
for record
on the 4th
day of Feb'y.
1925 at 9:15 AM.
Lois E. Williams
Reg. of Deeds*