

MORTGAGE RECORD 67

75

BAUL DOWORTH STATIONERY CO KANSAS CITY MO 64114

MORTGAGE

FROM
Luella M. Hegeman,
To
Friends University

State of Kansas, Douglas County, ss
This instrument was filed for record
this 13th day of March, A. D. 1925, at
4:05 o'clock P. M.

Law E. Wellman
Register of Deeds

Reg. Fee = 14¢
Pr. 1.25

This Indenture, made this 27 day of August in the year of our Lord One Thousand Nine Hundred and Twenty-four between Luella M. Hegeman (Widow) of Lawrence, of the County of Douglas and State of Kansas, party of the first part, and FRIENDS UNIVERSITY, a Corporation of Wichita, Kansas, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five hundred DOLLARS, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, convey and confirm, unto the said party of the second part, and to its successors and assigns forever, all of the following described real estate, lying and situated in the County of Douglas, and State of Kansas, to wit:

Lot Number One hundred and twenty Seven (127), on Indiana in the City of Lawrence Douglas Co., Kansas.

with appurtenances, and all the estate, title, and interest of the said party of the first part therein. and the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of 1. heritance therein, free and clear of all encumbrances.

Provided Always, And these presents are upon these express conditions: That if the said party of the first part her 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 Five hundred Dollars, with interest thereon at the time and in the manner specified in one certain real estate mortgage bond, bearing date August 27, 1924, executed by the party of the first part, payable to the order of FRIENDS UNIVERSITY, a Corporation of Wichita, Kansas, in amount and due as follows: \$500.00 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 Twenty-Seventh days of August and February 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 secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law. Party of the first part agrees to procure and maintain policies of insurance on the buildings erected or to be erected on said premises in the sum of Twelve hundred Dollars, loss, 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 party of the first part hereby waive the right of appraisal of the premises.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Mrs. Luella M. Hegeman (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, That on this 20th day of Feb'y A. D. 1925 before me a notary public in and for said County and State, came Luella M. Hegeman widow 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.

L.S

John M. Newlin

Notary Public

My commission expires March 20, 1927.

EXTENSION AGREEMENT

FROM
Godfrey G. Gerstenberger et al
To
Maxwell Investment Mtg.

State of Kansas, Douglas County, ss
This instrument was filed for record
this 14 day of March, A. D. 1925, at
10:45 o'clock P. M.

Law E. Wellman
Register of Deeds

WHEREAS, There remains unpaid on a certain note executed and delivered to MAXWELL INVESTMENT COMPANY by Godfrey G. Gerstenberger and Maude Gerstenberger, his wife, secured by a mortgage upon real estate in Douglas County, Kansas, dated March 1, 1920 and recorded in said County on April 2, 1920 in Volume 57 of Mtgs, on Page 473, the sum of Seven Thousand and no/100 Dollars, with interest from April 1, 1925, and;

WHEREAS, Title to the mortgaged premises is now vested in Godfrey G. Gerstenberger and Maude Gerstenberger, his wife, subject to said mortgage and;

WHEREAS, The holder of said mortgage debt has been requested to make said note and mortgage payable as hereinafter agreed, which the owner and holder of said note and mortgage has consented to do in consideration of the payments to be made as herein provided.

NOW, THEREFORE, The said Godfrey G. Gerstenberger and Maude Gerstenberger, his wife, hereby agree to pay interest on the said sum of Seven Thousand and no/100 Dollars from April 1, 1925, to April 1, 1928, and on \$6750.00 from April 1, 1928 to April 1, 1929 and on \$6500.00 from April 1, 1929 to April 1, 1930. according to the tenor and effect of interest coupons of even date herewith, and executed by the makers hereof in connection herewith, and to pay the principal sum remaining as follows: \$250.00 on April 1, 1928, \$250.00 on April 1, 1929 and \$6500.00 on April 1, 1930.

The following instrument has been filed in full, and the same is hereby acknowledged and cancelled this 12th day of March, A. D. 1925.
Law E. Wellman
Register of Deeds

Reg. Fee.
No. 14¢

Reg. Fee - No. 14¢ \$17.50

Recorded Jan. 12, 1926
Law E. Wellman
Register of Deeds