

MORTGAGE RECORD 67

215

of this contract. Said party of the second party may at its option make any payments necessary to remove any outstanding title, lien or encumbrance on said premises other than herein stated and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Oscar E. Shelton
Nettie B. Shelton.

State of Kansas |
County of Douglas | SS.

Be It Remembered, That on this 25 day of Sept. A.D. 1925 before the undersigned, a notary public within and for the county and state aforesaid came, Oscar E. Shelton and Nettie B. Shelton his wife who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

H.E. Jewel
Notary Public.

L.S.
My Commission expires Feb. 24 1928.

From Nannie A. Hall et al.
To Friends Univ.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Sept. 30 1925, At 2:25 P.M.

James E. Wellman
Register of Deeds.

1133
2.00

This Indenture, Made this 8 day of September in the year of our Lord one thousand nine hundred and twenty five between Nannie A. Hall and J.L. Hall her husband Lawrence of the county of Douglas and State of Kansas parties of the first part, and Friend's University, a corporation of Wichita Kansas, party of the second part:

Witnesseth, That the said parties of the first part for and in consideration of the sum of Eight hundred and fifty Dollars in hand paid by the said party of the second part the receipt whereof is hereby acknowledged have sold and by these presents do 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 eight (8) Block twenty two (22) Sinclair's addition to the
City of Lawrence, Douglas County, Kansas

with 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 owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

Provided Always And these presents are upon this 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 Eight hundred and fifty dollars, with interest thereon at the time and in the manner specified in one certain real estate mortgage bond, bearing date September 8th 1925 executed by the parties of the first part payable to the order of Friend's University a corporation of "Wichita Kansas, in amount and due as follows: \$850.00 due two years after date at the rate of 6 per cent per annum from date until maturity or default, payable semi-annually on the eighth days of September and March in each year and with 10 per cent 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 in 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 these several amounts herein secured 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 or to be erected on said premises in the sum of Twenty 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 parties 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.

Nannie A. Hall
J.L. Hall/

Signed, sealed and delivered
in the presence of

State of Kansas |
Douglas County, | SS.

Be It Remembered, That on this 30th day of September A.D. 1925 before me a Notary Public in and for said county and State came Nannie A. Hall and J.L. Hall (husband) 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 by name and affixed my official seal on the day and year last above written.

John M. Newlin
Notary Public.

L.S.
My Commission expires March 20 1927.

The following is endorsed on the original instrument:
The mortgage secured by this mortgage has been paid in full and this mortgage is hereby acknowledged cancelled this 9th day of Sept. 1927 by J. D. W. Buford, Secretary.

James E. Wellman
- Corp Seal -