

MORTGAGE RECORD 75

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This release was written by the original mortgagor on the day of the month of the year 1946. It is not to be used as evidence in any court of law.

SAME GOODWORTH STATIONERY CO. KANSAS CITY MO. 2014

the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding), and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the surplus, if any there be, shall be paid by the party making such sale, as demand, to the said parties of the first part, their heirs or assigns.

And said parties further expressly agree that they will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Kansas, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and will pay all taxes levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this agreement, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible; and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

And said first parties further expressly agree that they will, at their own expense, until the indebtedness herein recited is fully paid keep the buildings erected on said lands insured against loss by fire, lightning and wind-storm in the sum of -----Dollars in insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereto with loss, if any, payable to said second party, or assigns. In case of failure of said first parties to maintain insurance as agreed, then said party of the second part, its successors or assigns, may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

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

Signed, sealed and delivered
in the presence of

Robert L. Elston (Seal)
Clara G. Elston (Seal)

State of Kansas SS.
County of Douglas

On this 8th day of May A. D. 1929 before me personally appeared Robert L. Elston and Clara G. Elston, his wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

D. Coen Hyatt Notary Public in and for
said County

My commission expires December 15th, 1929.

Recorded May 9th, 1929 A. D. at 10:05 A. M. *E. C. Armstrong* Register of Deeds

RELEASE OF MORTGAGE

For value received The Friends University, a Corporation of Wichita, Kansas, acknowledges full payment of the debt secured by, and hereby releases, a certain mortgage dated April 18, 1924 for \$2,000.00 made by W. W. Barnett and Adaline S. Barnett, his wife, covering Lot Three (3) in Block Twenty-one in Sincelairs Addition to the City of Lawrence, Douglas County, Kansas. In County -- Kansas, and recorded in volume 67 on page 105 of the Mortgage Records of said County and State.

In Witness Whereof, The Friends University, a Corporation has caused these Presents to be executed by its----- President and attested with its corporate seal this 23rd day of April 1929.

Corn. Seal

The Friends University
By W. S. Hadley President

State of Kansas SS.
Sedgwick County

On this 23rd day of April 1929 Before me, the undersigned, a Notary Public in and for said County and State came W. S. Hadley as President of the Friends University, being to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same person who executed the foregoing instrument and duly acknowledged the execution of the same as the act and deed of said corporation.

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

Legal Seal

H. B. Kohn. Notary Public

My commission expires May 2, 1932

Recorded May 9, 1929 A. D. at 1:50 P. M. *E. C. Armstrong* Register of Deeds

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