

PARTIAL RELEASE.
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Know All Men By These Presents, That the Prudential Trust Company, the mortgagee of the mortgage made by Charles E. Sutton and Elizabeth W. Sutton, husband and wife, which mortgage is recorded in Book 48 of mortgages at page 503, Register of Deed's office, Douglas County, Kansas, hereby acknowledges partial payment of One Thousand Dollars (\$1000) on the original mortgage of \$3000, made by the said Charles E. Sutton, his wife, to the said The Prudential Trust Company, and hereby authorizes the Register of Deeds of Douglas County, Kansas, to release from said mortgage the following described property; The west half (W $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$) of section twenty-five, township fourteen (14), range eighteen (18), and that part of the west half (W $\frac{1}{2}$) of the south west quarter (SW $\frac{1}{4}$) of section twenty-four (24), township fourteen (14), range eighteen (18), lying south of the public highway, in Douglas County, State of Kansas, aforesaid.

But this release shall not in any way affect or impair the said the Prudential Trust Company's right to hold under the said mortgage the remaining tract of land, to-wit: The west half (W $\frac{1}{2}$) of the south east quarter (SE $\frac{1}{4}$) of section twenty-four, township fourteen, range eighteen, in Douglas County, Kansas, securing the unpaid balance of said mortgage, and this release is not to be construed as being a release of the remaining portion of the land, but only a partial release, of the land described.

Nothing herein contained shall in any wise affect, alter or diminish the lien or incumbrance of the aforesaid mortgage on the remaining part of said mortgaged premises.

In Witness Whereof, The said The Prudential Trust Company has caused this release to be signed on its behalf by its Treasurer, thereunto authorized so to do, and has caused its common seal to be hereunto affixed this 1st day of April 1914.

Attest May Malone, A. Treas. (COR. SEAL); The Prudential Trust Company.
By S.E. Cobb, Treasurer.

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 1st day of April 1914, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came S. E. Cobb, Treasurer of the Prudential Trust Co., a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me to be such officer, and who personally is known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My commission expires April 10-1916 (SEAL) John E. Kirk, Notary Public.

Recorded April 1st, A.D. 1914, at 3:20 o'clock P.M.

Flora Lawrence
Register of Deeds,
Geo. B. Nield Deputy.

This Indenture, made the 28th day of March, A.D. 1914 between John H. Lyon and Dora R. Lyon husband and wife of the County of Douglas and State of Kansas, party of the first part, and The Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

Witness, that the said party of the first part, in consideration of the sum of One Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

West half (W $\frac{1}{2}$) of the northwest quarter (NW $\frac{1}{4}$) of section twenty-five (25), township fourteen (14), range eighteen (18), and that part of the west half (W $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of section twenty-four (24), township fourteen (14), range eighteen (18) lying south of the wagon road, being about 11 $\frac{1}{2}$ acres, total acreage being 91 $\frac{1}{2}$ acres more or less according to the government survey thereof.

To Have And To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of One Thousand and no/100 Dollars, on the first day of April, A.D. 1919, with interest thereon at the rate of six per cent. per annum, payable on the first day of April and October in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said John H. Lyon and Dora R. Lyon husband and wife and payable at the office of The Prudential Trust Company, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by

ATTEST:
May Malone
Register of Deeds
Shawnee County, Kansas

Notary Public
John E. Kirk

1914
Recorded
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To Have And To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.
And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.
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