

PARTIAL RELEASE.

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In Consideration of the payment of Two Hundred (\$200.00) Dollars on the debt therein named, I, Eben Baldwin hereby release the following described real estate situated in Douglas County, Kansas to-wit: Beginning on the East line of Block 25, West Lawrence, the same being an Addition to the City of Lawrence, Kansas, at a point 400 feet north of the center of Elliott Street, thence west to the center of said Block 25, thence due north parallel with the east line of said Block 25 to the north line of said Block 25, thence east to the northeast corner of said Block, thence due south to the place of beginning from the line of the mortgage made by Maggie Jordan and David C. Jordan to Eben Baldwin, and recorded in Book 49 of Mortgages, at page 478, in the office of the Register of Deeds of Douglas County, Kansas.

In Witness Whereof I have hereunto set my hand this 4th day of June 1914
Eben Baldwin.

State of Kansas, County of Douglas, SS.

On this 4th day of June 1914 before me a Notary Public in and for said County and State, came Eben Baldwin to me personally known to be the same person who executed the foregoing release 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.
My commission expires March 17th 1915 (SEAL) J. H. Mitchell, Notary Public.

Recorded June 4th, A.D. 1914, at 3:25 O'clock P.M.

Flora L. Lawrence
Register of Deeds,

Geo. C. Wiffl Deputy.

This Indenture, Made this First day of May in the year of our Lord nineteen hundred and fourteen by and between Charles E. Sutton and Elizabeth W. Sutton, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seventy Five Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The East Half of the Northeast Quarter of Section Twelve (12), Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian.

To Have And To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. 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 indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Seventy Hundred Dollars, according to the terms of one mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of May 1921, to the order of the said party of the second part with interest thereon at the rate of six per cent per annum, payable semiannually, on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Chemical National Bank, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Five Thousand Dollars in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clause, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten per cent., in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgement rendered shall provide that the whole of said real estate be sold together and not in parcels.

Fourth. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness

This Release per Book 62 Page 132
 per Assignment per Book 62 Page 131
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