

PARTIAL RELEASE.

STATE OF KANSAS: DOUGLAS COUNTY: SS:

KNOW ALL MEN BY THESE PRESENTS, That I, Wilder S. Metcalf of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated March twelfth, 1913, made and executed by Hannah Bartleson, a widow, of the first part, to Wilder S. Metcalf of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 40, page 124, on the day of ---, A.D. 1913, is as to Lots Ninety One (91) and Ninety three (93) in Block Forty-four (44) West Lawrence, in Douglas County, Kansas, Fully Paid, Satisfied, Released, Discharged. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described. Witness my hand this 13 day of April, A.D. 1917,

Wilder S. Metcalf.

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, That on this 13 day of April, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, came Wilder S. Metcalf who is personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

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

Term Expires Jan. 23, 1920

C.N. Manter,

Notary Public, Douglas County, Kansas.

LS.

Recorded on April 20th, A. D. 1917,  
at 4:05 o'clock, P.M.

Edith Northrup

Register of Deeds,

LeRaine Walters

Deputy.

MORTGAGE.

THIS INDENTURE, made the First day of March, A. D. 1917, between Frank E. Pawl, an unmarried man, of the County of Douglas, and State of Kansas, party of the first part and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of (\$3500) ---THIRTY-FIVE HUNDRED Dollars, in hand paid, the receipt whereof, is hereby acknowledged, does 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: The South Half of the Southeast quarter of Section Thirty-one (31), in Township Fourteen (14), of Range Eighteen (18) and the Southeast quarter of the Northeast Quarter of Section Thirty-six (36) in Township Fourteen (14) of Range Seventeen (17), containing One Hundred Twenty (120) Acres.

To Have and To Hold the same, with the appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent 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 party of the first part hereby covenants that he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he 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 (\$3500) Thirty Five Hundred Dollars, on the first day of March, A. D. 1922, with interest thereon at the rate of five per cent per annum payable on the first day of March, or September, 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 party of the first part and payable at the office of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does 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, and any debt charges, or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the homestead or debt hereby secured, or on the lien created by this instrument, before any party for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$--- in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and

The following is entered on the original instrument  
The Mutual Benefit Life Insurance Company, the mortgage  
and its named other party acknowledge the payment of the  
debt secured by the foregoing mortgage, and authorize the Register of  
Deeds of Douglas County, Kansas, to discharge the same.  
In Witness Whereof, the said Company, has caused these presents  
to be signed by its Vice President, all of whom are duly qualified  
this 27th day of February A.D. 1922.  
(Corp Seal)  
The Mutual Benefit Life Insurance Company  
By David W. Bidder, Vice President

Recorded April 25th 1922

Edith Northrup  
Register of Deeds