

## PARTIAL RELEASE.

State of Kansas, Douglas County, ss.

Know all men by these presents, that the Merchants Loan and Savings Bank of the County and State aforesaid, do hereby certify that a certain indenture of Mortgage dated December 13, 1920, made and executed by Park Hetzel and Eva Hetzel, wife of the first part, to the Merchants Loan and Savings Bank of the second part, and recorded in the office of the Register of Deeds, of Douglas County, in the State of Kansas, in volume 56, page 206, on the 14th day of December, A.D. 1920, is as to all of lot Number seven (7) on Rhode Island Street in the city of Lawrence in Douglas County, Kansas, fully paid, satisfied, released, discharged. This release is given on the express terms and conditions 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 our hands and the official seal of this Bank this 19 day of November A.D. 1921

(Cor. Seal)

The Merchants Loan and Savings Bank,  
F. C. Whipple, Cashier.

State of Kansas, )  
Douglas County, ) ss.

Be it remembered, that on this 19th day of Nov. A.D. 1921 before me Frank E. Banks a Notary Public in and for said county and state, came F. C. Whipple cashier of the Merchants Loan & Savings Bank to me personally known to be the same person who executed the within release and duly acknowledged the execution of the same as and for the act of said Bank.

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 Nov. 6, 1922.

(L.S.)

Frank E. Banks,  
Notary Public.

Recorded Nov. 19, 1921,  
At 4:45 o'clock P.M.

*Estelle Northrup*  
Register of Deeds,  
*Fern H. How*  
Deputy.

## MORTGAGE.

This mortgage, made the 3rd day of November, A.D. 1921, between Emil Schmidt and Anna Schmidt, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

Witnesseth: that whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Six Thousand Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 15th day of November A.D. 1926, being principal note, which note bears interest from November 15, 1921 at the rate of six per cent. per annum, payable semiannually.

Said note is executed by the said parties of the first part, and both principal and interest bear interest after maturity at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in the City of Newark, New Jersey.

Now, therefore, this indenture witnesseth; that the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The Northwest quarter (NW 1/4) of Section Five (5), Township Fourteen (14), South of Range twenty one (21), East of the Sixth Principal Meridian, containing One Hundred Fifty Four (154) Acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or be the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part therein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage, or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, before due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times

*The following is endorsed on original instrument:  
The amount secured by this mortgage has been paid in full  
and the same is hereby acknowledged this 25th day of July, 1923  
The Prudential Insurance Company of America,  
By *Charles H. Miller*, Vice President  
(Corp Seal) *Attest: Geo. C. Williams*  
Assistant Secretary.*

August 7, 1923  
Geo. C. Williams  
Assistant Secretary