

PARTIAL RELEASE.

RELEASE FROM MORTGAGE OF A PORTION OF REAL PROPERTY.

KNOWN ALL MEN BY THESE PRESENTS; That I, F. L. Gilmore, of Gannajuato, County of Mexico, the mortgagee in a certain mortgage deed herein described, to hereby certify that the said mortgage deed, which is dated the 6th day of September, 1912, made and executed by William E. Moak as party of the first part, to me, F. L. Gilmore as party of the second part and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book Forty Nine (49) of Mortgages, on Page Five Hundred Twenty-Nine (529) of records of said office, is, as to so much of the property herein described, to wit: All of Lot Sixty-eight (58) on New York Street, in the City of Lawrence, Douglas County, Kansas, fully paid, satisfied, released, and 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 on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage upon the land as above described.

WITNESS My hand this 26th day of September, 1922.

F. L. Gilmore.

Subscribed and sworn to before me this 26th day of September, 1922.

L. S.

Mary Deakins. Notary Public

My commission expires April 19, 1926.

RECORDED Nov. 13, 1923.

At 2:30 o'clock P. M.

Isa E. Wellman
Register of Deeds.
Geo. Wellman
Deputy.

KANSAS MORTGAGE.

This Mortgage, made the fifth day of November, A.D. 1923, Between Charles W. Shoemaker and Minnie Shoemaker, his wife, of the county of Osage, 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, parties 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 Twenty-Five Hundred Dollars to secure the payment of which they have executed one promissory note of even date herewith, payable on the thirteenth day of November A.D. 1928, being principal note, which note bears interest from November 13, 1923, at the rate of five percent per annum payable semi-annually. Said note is executed by the said parties of the first part, and both principal and interest, after maturity at the rate of ten (10) per cent per annum, payable semi-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 and State of 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 parties 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 South half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Fourteen (14) Township Fifteen (15) South, Range Seventeen (17) East of the sixth Principal Meridian, containing Eighty (80) 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 by 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 herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party 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 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, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the duty of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said second party or assigns to give written notice of its or their intention to exercise said option at any time or times such notice being expressly waived by said parties of the first party.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option be entitled to be subrogated to any lien claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part or assigns may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided however that the said party of the second part or assigns shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part or assigns until notified by legal holder, to account for and to pay over the same to such legal holder.

In case of foreclosure, said party of the second part or assigns shall be entitled to have a receiver appointed by the court who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions covenants and agreements being performed this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the

The following is printed on the original instrument:
The same required by this mortgage has been paid in full, and this day

day

day

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