

RELEASE OF MORTGAGE

From
Geo. F. Schubert, Trustee
To
M.E. Church, Eudora, Ka.

State of Kansas, Douglas Co., ss.
This instrument was filed for record on the 20th day of November A.D. 1923 at 10:00
Jack E. Wellman
Register of Deeds

In Consideration of the payment of the debt named therein, I, Geo. F. Schubert, Trustee, hereby release the Mortgage made by M.E. Church of Eudora, Kansas, to Geo. F. Schubert Trustee and recorded in Book 62 of Mortgages at Page 225 in the office of the Register of Deeds of Douglas County Kansas. As Witness my hand at this 4th day of Nov. A.D. 1923.

By *Jack E. Wellman* Deputy
Geo. F. Schubert Trustee

State of Kansas) ss
County of Douglas)

On this 14 day of November 1923 before me a Notary Public in and for said County and State came Geo. F. Schubert, Trustee, to me personally known to be the same person who executed the foregoing Release and duly acknowledged the execution thereof.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.)

My Commission expires on the 21 day of April 1927.

Geo. F. Schubert Trustee

H.A. Schubert
Notary Public

MORTGAGE.

From
John W. Clark et al.
To
Midwest Life Insurance Co.
Kansas City, Mo.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 21 day of Nov., A.D. 1923, at 9:30 AM.

Jack E. Wellman
Register of Deeds.

By *Jack E. Wellman* Deputy.

This Indenture, Made this 4th day of October in the year of our Lord one thousand nine hundred-(1923)---, by and between John W. Clark and Gertrude Clark his wife, of the County of Douglas and State of Kansas, parties of the first part, and --Midwest Life Insurance Company of Missouri, a corporation, Home Office, Kansas City, Missouri, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Thousand, ten (\$5010.00) and 00/100 Dollars, to them in hand paid by the party of the second part; the receipt whereof is hereby acknowledged, have granted bargained and sold and by these presents do grant bargain sell convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece, or parcels of land lying and situate in Lawrence County of Douglas and State of Kansas, to-wit:

Lots No 149 and 151 on Pennsylvania Street in the City of Lawrence. Lot numbered 160 on Mississippi Street City of Lawrence. All of Lot 145 on Pennsylvania street in the City of Lawrence.

Lots 31, 32, 33 and 34 all in Addition No 10 in that part of the City of Lawrence, formerly known as North Lawrence, except the following, commencing 117 feet north of the south west corner of said lot number 34, thence running east 6 feet, thence south 117 feet, more or less to a point 3 feet of said south west corner of Lot No. 34, thence west 3 feet, thence north 117 feet, to place of beginning.

All of lot 50, 52, 54, 56, 58, and 60 in Block No. 10, West Lawrence.

All of the above described real estate is situated in the County of Douglas, State of Kansas.

To Have and To Hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part, and to his heirs 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 his heirs and assigns forever against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made executed and delivered upon the following conditions, to-wit:

First. Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Five Thousand and Ten (\$5010.00) and 00/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note numbered-- executed and delivered by the said parties of the first part bearing date October 4th, 1923, and payable to the order of the said Mid-West Life Insurance Company, Kansas City, Missouri Home Office, Kansas City, Missouri, five years after date, at Home Office, with interest thereon from date until maturity at the rate of 6 per cent per annum, payable annually, on the 4th days of October in each year and 6 per cent per annum after maturity, at---

Second. Parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of--per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes assessments or insurance premiums or not it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and the rents issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of (its insurable value) Dollars; less if any payable to the mortgagee or his assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon and apply the same when received to the payment of said note together with the costs and expenses incurred in collecting

Recorded Jan. 15 1924
Jack E. Wellman
Register of Deeds

The following is certified on the original instrument:
This instrument was filed for record on the 21 day of Nov., A.D. 1923, at 9:30 AM.
Jack E. Wellman
Register of Deeds