

PARTIAL RELEASE.

From
Lucy B. Eubank.

To
Mary S. Larnard.

State of Kansas, Douglas County SS.
This instrument was filed for record on the
24th day of Dec. A.D. 1923. At 4:40 P.M.

Isa E. Wellman
Register of Deeds.

BY *Joe Wellman* Deputy.

Whereas, on October 18, 1921, Mary S. Larnard executed a certain mortgage to the Citizens State Bank of Lawrence, Kansas, conveying the following described property situate in the County of Douglas, State of Kansas, to-wit: Sixty-five acres in the East half (E½) of the northeast quarter (NE¼) of Section seven (7), Township Thirteen (13) Range Twenty (20) East of the 6th P.M. being ½ all of said East half (E½) lying east of the railroad right of way except the north fifteen (15) acres of the east Thirteen (13) Range Twenty (20) in Douglas County Kansas.

Which said mortgage was given to secure the payment of a certain note for the principal sum of Five Thousand Dollars (\$5000.00) and interest as described in said mortgage, said mortgage being duly recorded in the Office of the Register of Deeds of Douglas County Kansas, in Book 60 of mortgages at page 185. That after the execution of said mortgage as aforesaid, it was duly assigned to Jno. F. Eubank by assignment duly recorded in said office of the Register of Deeds of Douglas County Kansas, in Book 52 at page 373. That thereafter and on the 11th day of May, 1922, said mortgage was duly assigned by said Jno. F. Eubank to Lucy B. Eubank by written assignment of record in said office of said Register of Deeds; and

Whereas, said real estate first above described has since the execution of said mortgage been subdivided under the name of "Larnard Suburban Acres Division", which said plat is now of record in the office of said Register of Deeds of Douglas County, Kansas; and

Whereas said Mary S. Larnard has conveyed said property to Wilbur J. Mansfield, and said Wilbur J. Mansfield desires to have released from the lien and effect of said mortgage Lots Two (2), Three (3), Four (4), Five (5), Fourteen (14) and Fifteen (15) of said Larnard Suburban Acres Division, and has agreed to pay at this time all moneys now due and owing on said note in said mortgage described except the sum of Three Thousand Dollars and interest thereon at the rate specified in said mortgage from the date of the execution of this instrument.

Now Therefore, for and in consideration of the payment to her by said Wilbur J. Mansfield of said sum, as above specified, the receipt of which is hereby acknowledged, the said Lucy B. Eubank does hereby release and discharge from the lien and effect of said mortgage the said Lots numbered Two (2), Three (3), Four (4), Five (5), Fourteen (14) and Fifteen (15) in said Larnard Suburban Acres Division. Said mortgage shall continue as a valid and subsisting first lien against all the remaining lots in said Larnard Suburban Acres Division for the full sum of Three Thousand Dollars (\$3000.00) together with interest thereon as specified in said note and mortgage from date hereof. And as a further consideration for this release, it is expressly agreed that said sum of Three Thousand Dollars (\$3000.00) and interest shall be due and payable on or before October 15, 1924.

In Witness Whereof, the parties have hereunto set their hands this 24th day of December, 1923.

Lucy B. Eubank

Wilbur J. Mansfield.

State of Missouri } SS
County of Jackson.

On this 24th day of December, 1923 before me a Notary Public, personally appeared Lucy B. Eubank and Wilbur J. Mansfield to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto affixed my hand and seal at my office in Kansas City Missouri the day and year last above written.

Samuel R. Frost.

L.S.

My Commission expires May 13, 1924.

Notary Public.

ASSIGNMENT.

State of Kansas, Douglas County SS.
This instrument was filed for record on the
24th day of Dec. A.D. 1923 at 9:22 A.M.

From James E. Martin et al.

To J.W. Parker & G.A. Roberts

Isa E. Wellman
Register of Deeds.

BY *Joe Wellman* Deputy.

For Value Received, We, James E. Martin and June A. Martin husband and wife, hereby sell transfer, convey and assign all of our right title, lien and interest in and to any and all rents and profits in and to and derived of and from Lots One (1) and Two (2) in the southwest Fractional Quarter (¼) of Section Thirty-two (32) Township Twelve (12) Range Twenty-one (21), in Douglas County, Kansas, unto J.W. Parker and G.A. Roberts, both of Olathe, Kansas.

This assignment includes any and all rents of said real estate now held by and in the hands of one August Fieler under and by virtue of a stipulation made and entered into in a certain cause of action in The District Court of Douglas County Kansas, wherein said James E. Martin and June A. Martin were plaintiffs, and Fred W. Ott was defendant, together with all other rents from said real estate that shall hereafter accrue on said real estate that we may have an interest in, and all rents, that are due thereon which have not come into the hands of August Fieler.

Witness our Hands this December 22nd 1923.

James E. Martin

June A. Martin.

State of Kansas. } SS
Johnson County.

Be It Remembered that on this 22nd day of December 1923 personally appeared before me the undersigned Notary Public within and for said county and State, James E. Martin and June A. Martin husband and wife, to me personally known to be the said persons who executed the foregoing instrument of writing, and said persons acknowledged the execution of the same.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

L.S.

My Commission expires Mar. 1st 1924.

Jennie Sutton.

Notary Public,