

MORTGAGE RECORD 67

41'

From
George E. McKissick

RELEASE

State of Kansas Douglas Co., ss;
This instrument was filed for record
Feb. 20th A.D. 1925 at 11:45 AM.

To
J. W. Miller et al

Geo. E. Wellman
Register of Deeds.
By *Joe Wellman* Deputy.

KNOW ALL MEN BY THESE PRESENTS, That George E. McKissick of Bowler, Carbon County, Montana, does hereby certify and declare that a certain mortgage, bearing date the 6th day of November A.D. 1923, made and executed by J. W. Miller and Delona Miller, husband and wife, of Red Lodge, Carbon County, Montana, the parties of the first part therein, to George E. McKissick of Bowler, Carbon County, Montana, the party of the second part therein, and recorded in the office of the County recorder of the County of Douglas, State of Kansas, in book sixty five of mortgages, on page fifty six, on the 17th day of November, A. D. 1923, insofar as the same affects the interest of said J. W. Miller and Delona Miller, parties of the first part in said mortgage, in and to the north one half (½) of lot numbered seventy-four (74) on Massachusetts Street in the City of Lawrence, in Douglas County, Kansas, is fully paid and satisfied, except as follows: Whereas in said mortgage the premises mortgaged are described as follows: "Cur undivided one half interest in and to the real estate and improvements thereon situate at street numbers 908 and 910 Massachusetts Street in the City of Lawrence, Douglas County, Kansas," and it is the desire of the said George E. McKissick to release only that portion of said property from said mortgage, which constitutes the north one half (½) of the premises described above and in said mortgage, and the north building thereon, said mortgage, together with the debt thereby secured, is fully paid, satisfied and discharged, insofar as it affects the north half of said lot covered by said mortgage, numbered seventy-four (74) or the north half of said described premises, and said mortgage shall remain in full force and effect as to the balance of said property covered by said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand the 11th day of February, 1925.

WITNESS
Ouy C. Derry

George E. McKissick

State of Montana)
ss
County of Yellowstone.)

On this 11th day of February in the year 1925, before me Ouy C. Derry Notary Public in and for the State, personally appeared George E. McKissick known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

L. S.
My commission expires November 15, th, 1927.

Ouy C. Derry
Notary Public in and for the State of
Montana, Residing at Billings, Montana.

MORTGAGE

FROM
I. T. Herd, Et, ux,
TO
The Farm Mortgage Trust Company.

State of Kansas, Douglas County, ss
This instrument was filed for record
this 25th day of February, 1925 A.
at 2:05 o'clock P. M.

Geo. E. Wellman
Register of Deeds.
By *Joe Wellman* Deputy

This Indenture, Made this 19th day of February, A. D. Nineteen Hundred and twenty-five, by and between I. T. Herd and Ella Herd, husband and wife, in the county of Douglas and state of Kansas parties of the first part, and THE FARM MORTGAGE TRUST COMPANY, (Incorporated under the laws of Kansas) located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of NINE THOUSAND and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all of the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas to wit:

The Southwest Quarter of the Southwest Quarter (SW¼SW¼) of the West Half of the Southeast Quarter of the Southwest Quarter (NE¼SE¼) of Section Seventeen (17) and the Northeast Quarter of the Southeast Quarter (NE¼SE¼) of Section Eighteen (18), Township Twelve (12) south of Range Twenty (20) east of the sixth principal meridian, containing 100 acres, more or less, according to the government survey thereof.

TO HAVE AND TO HOLD THE SAME, with 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 or assigns forever:

"PROVIDED, HOWEVER, that if the said parties 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 Nine Thousand and no/100 Dollars on the first day of March, A. D. 1930, with interest thereon at the rate of five per cent per annum, payable on the first day of March and 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 parties of the first part and payable at the office of said company, in Topeka, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

Said parties of the first part hereby agree and covenant as follows:

First: 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 all interest coupons, 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 pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit at the expense of the first party or parties and the second party

The following is a condensed version of the original instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 25th day of February, 1925, at 2:05 o'clock P. M. by Geo. E. Wellman, Register of Deeds.