

RAWL EGGERSWORTH STATIONERY CO KANSAS CITY MO 64114

in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part, may at its option, make any payments necessary to remove any outstanding title, liens or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The Terms, conditions, and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

David M. Horkmans
Gertrude Horkmans.

State of Kansas }
Douglas County. } SS

Be It Remembered, That on this 16th day of June A.D. 1925 before me, the undersigned a Notary Public, in and for the county and State aforesaid, came David M. Horkmans and Gertrude Horkmans his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Bernice E. Jones.
Notary Public.

L.S.
Commission expires December 29, 1928.

From

C.E. Friend.

ASSIGNMENT.

State of Kansas, Douglas Co., ss.
This instrument was filed for record
on the 12 of June, A.D. 1925, At 9:00 A.M.

Geo. E. Wellman
Register of Deeds.

The following is endorsed on original, Book 55 Page 610 -

Know All Men By These Presents, That C.E. Friend of the city of Lawrence, Douglas County, in the State of Kansas, the within named mortgagee in consideration of Four Hundred Dollars to him in hand paid the receipt whereof is hereby acknowledged doth hereby sell, assign, transfer set over and convey unto Hugh Blair his heirs and assigns the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold the same forever, Subject nevertheless, to the conditions there in named.

In Witness Whereof, The said mortgagee has hereunto set his hand this 27 day of November 1919.

C.E. Friend.

Executed in presence of

From

Carl Antrim

PARTIAL RELEASE.

State of Kansas Douglas County, ss.
This instrument was filed for record
June 13, 1925, At 9:50 A.M.

Geo. E. Wellman
Register of Deeds

To
J.C. Burn et al.

State of Kansas }
Douglas County, ss.

Know All Men By These Presents, That I, Carl Antrim of the county and State aforesaid do hereby certify that a certain indenture of Mortgage, dated April 1, 1923 made and executed by J.C. Burn and wife of the first part, to 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 61 page 300, on the 31st day of March A.D. 1925 is as to:

Lots numbers 1-2, the north 25 feet of lot 3 and lots numbers 5,6,7,8, in block number 4, south Lawrence, Douglas County, Kansas, fully paid, satisfied, released, discharged.

This release is given on the express terms and conditions that it shall not wipe out 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 my hand this 12th day of June, A.D. 1925,

Carl Antrim.