MORTGAGE RECORD 67

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State of Kansas) Douglas County)ss; EE IT RENEWBERED THAT on this 1st day of March ,A.D. 1924, before me, the undersigned a Notary Public in and for the Couty and State aforestid, personally appeared W. M. Newmark, President of the Merchants Loan & Savings Bank, of Lawrence, Kansas , a corporation , and F. C. Whipple Cashiorof of the Merchants Loan & Savings Bank, of Lawrence, Kansas , a corporation , and F. C. Whipple Cashiorof of the Merchants Loan & Savings Bank, of Lawrence, Kansas , a corporation , and F. C. Whipple Cashiorof said corporation, and duly acknowledged that they executed the foregoing instrument of writing as such said corporation, and duly acknowledged that they executed the foregoing instrument of writing as such officers and on behalf of said corporation, as the act and deed of said corporation, and for the purposes officers tated. a. Thinkess Whereof, I have hereto signed my name and affixed my notarial seal on the therein stated. day and year last above written. Jane Sheets eral Notary Public. L.S. My Commission expires Sept. 10,1927. part * * *** * * * * * * * * * * * * * * State of Kansas Douglas County RELEASE . but instrument filed March 3rd, 1926 This ured at 1:00 P.M. Sal & Millman. From Henry Zuttermeister arre posi To Louis Zuttermeister or i Register of Deeds ENOT ALL MEM BY THESE PRESENTS: That ,I, Henry Zuttermeister, the mortgagee named in the certain mortgage made by Louis Zuttermeistor and wire to me, dated April 7,190, precorded April 21, 1904 in Book 32, page 405 of the records in the office of the Register of Deeds of Douglas County , Exnass, which said mortgage covers the following described real estate to-wit: The South One Half of Lot No.51 on Massachusette Street, in the City of Lawrence, Douglas County, Kanasa, do hereby nekrowledged full satsification of sqid mortgage, and the Register of Deeds of Douglas County, Innaedic hereby authorized to discharge and release the same of record. In Witness Whereof, I have hereto signed my name this the lst day of March A.D'1926. or i paid said hold secu the the shal ure due, Henry Zuttermeister State of Indiana Wayne County ,ss; Be If Remembered That on this 1st day of March A.D.1926 before me, the undersigned a Notary Ryllc in and for the County and State aforesaid, personally appeared Henry Zutbermeister to me known to be the identical person named in and who executed the above and foregoing instrument of writing , and who duly acknowledged the execution thereof to be his free and voluntary act and deed, In Witness Whereof, I have hereto signed my name and affixed my natarial seal , on the a day and year last above written. comp inter here ond pall upon 0. B. Bulghan Notary Public, пале L.S. My Commission expires December 26" 1927. state Shawr MORTGAGE . State of Kansas, Douglas co. ss From Charles J. Custard This instrument was filed for record Notar Meh. 4. 1926, At 11:00 A.M. Las E. Milman. wife 1530 To Pioneer Mortgage co. nowle ð. Register of Deeds. year This Indenture, Made this 27th day of February A.D. 1926 by and between Charles J. Custard and Bess Custard his wife of the County of Douglas and State of Kansas, parties of the first part, and The Pioneer Nortgage Company, a corporation organized under the laws of Kansas, of Topeka, State of SH LS A de Commi Kanses, party of the second part. Witnesseth, That the said parties of the first part in consideration of the sum of Thirty 34 Four Handred and no/NOO Dollars to them in hand paid the rework whoreof is horeby acknowledged do by these presents, Grant, Eargain, Sell and convey unto the said party of the second part its successors and assigns, all of the following described real estate situated in the County of Douglas and State of Kansas, to-mit: the free Fro The west seventy (70) mores of the south half of the northeast quarter of section fourteen (14) Township twelve (12) Range seventeen (17) East of the sixth Principal Leel. To Have and To Hold, the same with all and singular the hereditaments and appurtenances thereant bethere betown To Have and To Hold, the same with all and singular the hereditaments and appurtenances thereunto be-longing or in anywise appertaining and all rights of homestead examption unto the said party of the sec ond part, and to its successors and assigns, forver. And the axid parties of the first part do here-by 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 therain, free and clear of all an-cumbrances, and that they will warrent and defend the same in the quiet and penceable possession of sai party of the second part its successors and assigns, forever, against the lawful claims of all persons whomserver. Provided Always, and these presents are upon the following agreements, covenants and cond-itions. to-wit: (husba party of he sec in new on man nereity the fo itions, to-wit: First, That the parties of the first part have justly indebted to the party of the second part in the sum of thirty four hundred end no/100 Dollars according to the terms of one certain mort-gage note of oven date herewith executed by the said parties of the first part in consideration of the actual loan of the said cum and payable to the order of the said party of the second part with interest thereon, from March let 1926 at the rate of six per cont per annum payable on the first day of March and ---in each year according to the terms of interest notes thereout attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America at the office of The Fineer Mortgage Company, in Topeks, Kenses and all of said note bearing ten per cent interest after maturity. itions, to-wit: plat i partie parpader net ea orizo hereby interest and all other indectedness acting interact the prior Company, in Topoks. Kansas and all of said note bearing ten per cent interest after maturity. Second, That the parties of the first part agree to keep all fences buildings and im-provements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of in-surance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed to the the party of the second part may collect the insurance more year on the date of the said party of the second part, the insurance moneys shall be applied either on the indettedness secured hereby or in re-building. Third, That the party of the second part may may fault any paymonts necessary to remove or er pay any unpaid taxes, or assessments charged gaints said property, and may insure said property if de-gage, may have the abstract of title extended from the date of record of this mortgage to the date of sum or Real E aining. verting being v to conv they ar ree an clains

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