

From
Merchants Loan & Savings Bank,
To
J. E. Shields

PARTIAL RELEASE-

State of Kansas, Douglas County, ss;
This instrument filed March, 1926 at 10:55
AM. *Geo. E. Wellman*
Register of Deeds

State of Kansas, Douglas County, ss;
KNOW ALL MEN BY THESE PRESENTS, That, We, The Merchants Loan & Savings Bank, of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated, January, 1926, made and executed by J. E. Shields and Cordelia Shields of the first part, to --the Merchants Loan & 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 69 page 219 on the 20th day of January A.D. 1926, is as to-----
The North Half (½) of the North Ten (10) acres of the North east Quarter
(¼) of the Southeast Quarter (¼) of Section Thirteen (13) Township
Twelve (12) Range Eighteen (18) in Douglas County, Kansas, -----

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED.

This release is given on the express terms and condition that it shall in no wise affect 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 our hand this 8th day of March A.D., 1926.

The Merchants Loan & Savings Bank,
BY F. C. Whipple
Cashier.

Corp Seal.

State of Kansas)
Douglas County) ss;

Be It Remembered That on this 8th day of March A.D. 1926 before me, the undersigned a Notary Public in and for said County and State came F. C. Whipple, Cashier of the Merchants Loan and Savings Bank, who personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto set my hand and affixed my seal on the day and year last above written.

Jane Sheets
Notary Public, Douglas County, Kansas.

L.S.
Sept. 10th, 1927.

MORTGAGE.

From
Byron Shields et ux
To
Collins Mortgage Company

State of Kansas Douglas County, ss;
This instrument filed March, 15th, 1926 at 2:30 P.M.
Geo. E. Wellman

This release was written by the undersigned on this 19th day of March, 1926, at the office of the Register of Deeds of Douglas County, Kansas, in volume 69 page 219.

THIS INDENTURE, made the 1st day of March A.D. 1926, between ---- Byron Shields and Maud Shields his wife, parties of the first part, and Collins Mortgage Company, a corporation party of the second part: Witnesseth, That the said parties of the first part, in consideration of -----
Fifteen Hundred and no/100 --- Dollars ---- to them in hand paid, the receipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described real estate situated in the County of Douglas and State of Kansas ---- to-wit:

North Half of North Half of Southwest Quarter of Section Fifteen (15) Township
Fifteen (15) Range Twenty-one (21) East of the Sixth Principal Meridian----

together with the privileges and appurtenances to the same belonging.

To Have and To Hold the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if Byron Shields and Maud Shields, his wife, said parties of the first part, their heirs, executors administrators or assigns, shall pay or cause to be paid to the said party of the second part its successors or assigns, on March 1, 1931, the sum of -----
Fifteen Hundred and no/100 --- Dollars ----

with interest according to the terms of a promissory note bearing even date herewith executed by ---- Byron Shields and Maud Shields, his wife, said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed with in the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition