

MORTGAGE RECORD 67

375

SAUL DODGE, DEPT. STATIONERY CO. KANSAS CITY, MO. 64111

61, page 74 and 95 on the 1st day of October 1921, 13th February 1922 as to the following:
Beginning at a point on the south line of section 36 Twp. 12, range 19, dist 1232.75 feet east of the southwest corner of section 36, Twp. 12, range 19, thence north 455.4 feet to center of road east and west, thence west 310 feet, thence south 455.4 feet to south line of section 36, thence east 310 feet to place of beginning all in section 36, Twp. 12, range 19 east 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 hands this 30th day of June A.D. 1926.

corp. seal

Lawrence Building & Loan Ass'n.

Harry Reding-Pres.

I.C. Stevenson-Secy.

State of Kansas
Douglas County

Be it remembered, That on this 30th day of June A.D. 1926 before me the undersigned a Notary Public in and for said county and state came H. Reding Pres. and I.C. Stevenson secy. of the Lawrence Building & Loan Association who are personally known to me to be the same persons 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 official seal on the day and year last above written.

LS
Term expires Apr. 21, 1930

L.E. Eby.
Notary Public, Douglas County,
Kansas.

From
I.C. Rushong
To
W.P. Sayre

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record on
July 8, 1926, At 9:45 A.M.

Reg. No. 1863
Fee Paid 15.00

Deak E. Wellman
Register of Deeds.

This Indenture, Made this 6th day of July, 1926 between I.C. Rushong and Helen V. Rushong his wife, of Lawrence, Douglas County, Kansas of the first part and W.P. Sayre of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Six Thousand (\$6000.00) Dollars to them duly paid the receipt of which is hereby acknowledged have sold and by these presents do grant bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas, State of Kansas, described as follows, to-wit:

Lots 1,2,3,4,5,6,8,9,10,11,12,13,17,18,19 and that part of lot 22 less the following:
Beginning at a point on the northern boundary of said lot as platted, 40 feet northwesterly from the northeast corner of said lot, running thence approximately 145 feet northwesterly along the northern boundary of said lot as platted to its northwest corner; thence south 210 feet along the west line of said lot as platted to its southwest corner; thence in a straight line in a northeasterly direction to the point of beginning on the northern boundary 40 feet northwesterly from the northeast corner of said lot as platted, all in University Heights Part Two according to Plat filed November 2, 1909 in the office of the Register of Deeds, Douglas County, Kansas, said lots being subject to the conditions set out in said plat, and an agreement on file between Ralph W. Cone and Mabel S. Cone his wife and J.E. Stubbs and wife, recorded in deed book 84, page 221.

Also the following; Beginning 140 rods east of the southwest corner of the southwest quarter of section 36, Township 12, range 19, thence north 62 rods; thence west parallel with the south line of said quarter section 46 rods; thence south 34 4/10 rods, thence west 40 rods more or less to the center of a road running north and south through said quarter section, thence south along the center of said road 27 6/10 rods to the south line of said quarter section; thence east 88 rods more or less to the place of beginning, containing 25 acres more or less, less the following: Beginning at a point 129.25 feet south of an iron bar set in the ground at the northwest corner of the east one half of the south east quarter of the southwest quarter of the southwest quarter of said section 36, thence north 492.75 feet to an iron bar; thence west 789.15 feet to an iron bar; thence south 492.75 feet to an iron bar; thence east 770.45 feet to place of beginning, (being University Heights Part Two) also less the following: Beginning at a point on the south line of the southwest quarter of said section 36, 53.6 rods east of the southwest corner of said quarter section; thence north 27.6 rods; thence west 40.6 rods more or less to the center of a road running north and south through the south one half of said quarter section thence south along the center of said road 27.6 rods to the south line of said quarter section; thence east 40.6 rods more or less to the point of beginning, containing 7 acres more or less (the tract hereby mortgaged containing 8 1/2 acres more or less)
with all the appurtenances and all the estate, title and interest of the said parties of the first part therein.

It is further provided that the holder hereof shall release any lot or lots covered by this mortgage which the first party shall sell upon payment in cash to the second party of the full selling price of said lot or lots so sold said amount to be immediately credited on notes of the first party, But it is agreed that no lot or parcel of ground shall be sold for less than seven hundred (\$700.00) dollars without the written consent of the second party.

And the said I.C. Rushong and Helen V. Rushong do hereby 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 therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of Six Thousand (\$6000.00) Dollars according to the terms of six certain promissory notes of One Thousand (\$1000.00) Dollars each, this day executed and delivered by the said parties of the first part to the said party of the second part and this conveyance shall be void if such payments be made as herein specified But of default be made in such payments or any part thereof or interest thereon or the taxes then the conveyance shall become absolute and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the cost and charges of making such sale on demand, to the said I.C. Rushong and Helen V. Rushong, his wife, their heirs and assigns.

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

Signed sealed and delivered in the presence of

I.C. Rushong
Helen V. Rushong.

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