

MORTGAGE RECORD 67

585

From RELEASE.
New England Mortgage Securities Co.
To William Harris & wife and Charles Harris

State of Kansas, Douglas County, ss;
This instrument filed April 25th, 1927
at 3:05 P.M.

In Consideration of the payment of the debt named therein, The New England Mortgage Security Company releases the mortgage made by William Harris & wife & Charles Harris to said Company, which is recorded in Book U of Mortgages, page 25-36-31 of the records of Douglas County, Kansas.
Witness our hand this 25th day of October 1926/
The New England Mortgage Security Company
By Charles L. Flint, President

Suffolk County)
Commonwealth of Massachusetts;ss;

On this 25th day of October A.D. 1926, before me, a Commissioner of the State of Kansas in and for said County personally came Charles L. Flint, President of The New England Mortgage Security Company, to me personally known to be the President aforesaid and the identical person whose name is affixed to the above release as maker, and acknowledged the execution of the same to be the voluntary act and deed of The New England Mortgage Security Company by him as President of said Company duly authorized by vote of the Board of Directors.

Witness my hand and official seal the day and year last above written.
Edward T. Merriner
Commissioner of Deeds for the State of Kansas in Massachusetts.

L.S.

From MORTGAGE.
Delta Tau Delta Society
To The Prudential Investment Co.

State of Kansas, Douglas County, ss;
This instrument filed April 25, 1927
at 3:00 P.M.

THIS Indenture, Made this 1st day of April A.D. 1927 by and between Delta Tau Delta Society a Corporation of the County of Douglas and State of Kansas, party of the first part, and The Prudential Investment Company, a corporation, organized under the laws of Kansas of Topeka, State of Kansas party of the second part,
Witnesseth that the said party of the first part, in consideration of the sum of ~~one thousand~~ Eighteen Hundred Ninety (\$1890.00) and no/100 --- Dollars the receipt of which is hereby acknowledged together with the interest thereon and other sums hereinafter mentioned on the same full day, doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part, its successors and assigns, forever, the following described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas State of Kansas, to-wit:

A Tract of land in the Southeast Quarter (SE¹/₄) Section 36, Township 22, Range 18, described as follows: Beginning 134 feet East of the East boundary and 330 feet South of the North boundary of said Southeast Quarter (SE¹/₄) of Section 36, thence East 43 1/2 feet, thence North 211 feet, thence South 50 feet 500 feet to the beginning, less a strip 100 feet in width along the East side of the above described tract of real estate in Douglas County, Kansas

of the Fifth Principal Meridian, containing -- acres, more or less, according to government survey, together with the rents issues, and profits, thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the party of the first part to The Prudential Investment Co. dated April 1, 1927, to secure the payment of \$27,000.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Prudential Investment Company in obtaining a loan for the party of the first part, secured by the prior mortgage of \$27,000.00 hereinafter referred to, and the notes by this mortgage secured do not cover any portion of said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$1890.00 hereby secured is evidenced by five notes of even date, executed by the party of the first part and payable to the order of the party of the second part as follows:

\$378.00 on the first day of May, 1928. \$378.00 on the first day of May, 1929
\$378.00 on the first day of May, 1930 \$378.00 on the first day of May, 1931
\$378.00 on the first day of May, 1932

Bearing interest as provided in said notes, none-

nor, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum hereinafter mentioned, or shall fail in any way to comply with the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, apportionment distinctly waived and out of all moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon, together with the costs and charges of making such sale; and the overplus, if any there be shall be paid by the party making such sale, on demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees to pay the price of extending the abstract of title on the said mortgage premises from the date of this mortgage to the date of filing such foreclosure case, which abstract extension shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxes as above therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from all liens of whatever nature, including attorney's fees in all actions attaching such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid as herein authorized shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered between said parties and all sums secured hereby shall grow