

MORTGAGE RECORD 75

13

From PARTIAL RELEASE

The Railroad Build, Loan & Savings Association

To

O. J. Bunn et ux
J. D. McNeill et ux

State of Kansas)
County of Harvey)

State of Kansas, Douglas County, SS.
Filed for record July 26, 1927
At 12:00 O'Clock

Isa E. Wellman
Register of Deeds

Know All Men By These Presents, that The Railroad Building, Loan and Savings Association of the County and State aforesaid, does hereby certify, that a certain mortgage, dated June 30, 1925, made by O. J. Bunn and Lucile Bunn, his wife, and J. D. McNeill and Lorene M. McNeill, his wife, of the first part, to The Railroad Building, Loan and Savings Association, of the second part, and recorded in the Office of The Register of Deeds of Douglas County, Kansas, in Book 67 on Page 162, is as to

Tracts 2, 3, 16, and 17, Southeast Lawrence Suburban Acres Division, being a part of the East Half of the Northeast Quarter of Sec. 7 Twp. 13, Range 20, Douglas County, Kansas, as shown by the recorded plat thereof

FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Dated at Newton, Kansas, this 23rd day of July 1927.

Corp. Seal

Attest: Everett McCann
Asst. Secy

THE RAILROAD BUILDING LOAN
AND SAVINGS ASSOCIATION.

BY W. E. Munroe

State of Kansas)
County of Harvey)

Be it Remembered, that on this 23rd day of July 1927, before me the undersigned Notary Public in and for said County and State, came W. E. Munroe, President of The Railroad Building Loan and Savings Association, who is personally known to me to be the same person who executed the foregoing release, and such person duly acknowledged execution of the same, as such officer and on behalf of said Association.

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

LS

My Commission expires June 10th 1930

Chas. C. Hart
Notary Public

FROM MORTGAGE

State of Kansas, Douglas County, SS.
Filed for record July 27, 1927
At 9:00 A. M.

Homer E. Clark et ux

To

S. D. Moherman

Isa E. Wellman
Register of Deeds
By Dep.

THIS INSTRUMENT, Made this 25th day of July in the year of our Lord one thousand nine hundred and twenty seven, between Homer E. Clark and Mamie E. Clark, his wife, of Eudora in the County of Douglas and State of Kansas parties of the first part, and S. D. Moherman party of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$1600.00 Sixteen Hundred Dollars to them duly paid the receipt of which is hereby acknowledged, have sold, and by these presents does 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 and State of Kansas, described as follows, to-wit: The North one-half (N. 1/2) of the Northeast one-fourth (NE. 1/4) of Section sixteen (16), Township fourteen (14), Range twenty-one (21), in Douglas County, Kansas, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part does 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 encumbrances whatsoever. First party hereby agrees to keep both fire and tornado policies insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ _____ Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$1600.00 Sixteen Hundred Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 1st day of August 1932, to the order of said second party. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any therebe, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

Page No. 2779
Fee Paid 4.00

This Release was written on the original Mortgage and entered in the day of July 1927
S.D. Moherman

This Release was written on the original Mortgage and entered in the day of July 1927
Isa E. Wellman
Register of Deeds