

MORTGAGE RECORD 75

87

RELEASE OF MORTGAGE.

From
To C.A. Hill
Albert L. Stanton

This instrument filed for record
Sept. 3rd, 1927 at 10:30 A.M.

John C. Williams
Register of Deeds

State of Kansas, Douglas County, ss;
Know all men by these presents, That J. I. C.A. Hill of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated March 22nd, 1926, made and executed by Albert L. Stanton and Harriet M. Stanton, his wife, of the first part to Watkins National 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 282 on the 23rd day of March A.D. 1926 is as to Beginning at a point in the west boundary line of the southeast Quarter (1) of section six (6) Township Thirteen (13), Range twenty (20) East of sixth P.M. eighty (80) rods south of the Northwest corner of said quarter section; thence north one hundred forty two and eight tenths (142.8) feet for a point of beginning; thence west three hundred thirty (330) feet; thence north sixty (60) feet; thence west three hundred thirty (330) feet; thence south sixty (60) feet to the point of beginning, less the west thirty (30) feet for street purposes. 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 my hand this 1st day of September A.D. 1927.

C.A. Hill

State of Kansas
Douglas County ss

Be it remembered, That on this 1st day of September A.D. 1927 before me the undersigned a Notary Public in and for said county and State came C.A. Hill who is 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 hand & seal on the day and year last above written.

Frank E. Banks
Notary Public Douglas County
Kansas.

L.S.
Term expires November 8, 1930.

MORTGAGE.

From
Frank E. Clarke
To
J.D. Barton

State of Kansas, Douglas Co. ss
Filed for record Sept. 6, 1927.
At 11:35 A.M.

John C. Williams
Register of Deeds

This Indenture, Made this 6th day of September in the year of our Lord one thousand nine hundred and twenty seven between Frank E. Clarke and Maud E. Clarke his wife of Lawrence in the County of Douglas and State of Kansas of the first part and J.D. Barton party of the second part:

Witnesseth, That the said parties of the first part in consideration of the sum of Twelve Hundred 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 and State of Kansas, described as follows to-wit:

The north forty six feet (N. 46ft.) of Lot No. Five (No. 5) on Tennessee in said City of Lawrence in said county and state with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said party of the first part do hereby covenant and agree that at the delivery hereof they 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 Twelve 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 6th day of September 1928 to the order of said second part and bearing even date herewith.

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, 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 surplus if any there by, shall be paid by the party making such sale, on demand, to the said first parties or their heirs or assigns.

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

Frank E. Clarke (SEAL)
Maud E. Clarke (SEAL)

WITNESSES:

State of Kansas)
County of Douglas ss;

Be It Remembered That on this 6th day of September A.D. 1927, before me, a

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3.00
Booked Sep 22 1927
Filed for record Sept. 6, 1927
At 11:35 A.M.
John C. Williams
Register of Deeds