

RELEASE

From M.Shillerston
To Jennie E.Junkins et al

State of Kansas, Douglas County, SS:
Filed for record Oct. 4, 1927 at
8:15 o'clock A.M.

Isa E. Wellman
Register of Deeds

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, M.Shillerton of the County and State aforesaid do hereby certify that a certain indenture of Mortgage dated May 1,1927, made and executed by Jennie L.Jenkins, et al., of the first part to M.Shillerton of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 74, page 52, on the 8th day of June, A.D.1927, is as to beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section Thirty five (35) Township Twelve (12) Range Nineteen (19) East of the 5th P.M. thence North along the East line of Section 35 as a Base line 26 feet to an Iron Pipe in the center of a Public Road thence South 89 degrees and 26 minutes, feet 185 feet to an Iron pipe said line running along the North edge of a row of cedar trees thence South and parallel to the said Base line 358.59 feet to an Iron Pipe in a Peach Orchard, thence North 89 degrees and 26 minutes, East 185 feet to an Iron Pipe in the said Base line, thence North along said Base line 332.59 feet to the point of beginning, excepting that portion in the Northeast corner used as a public road, containing one and one half acres, more or less.

Also releasing from the operation of said mortgage the following tract or parcel of land i.e., a tract of land about 10 x 10 feet square and which is located directly west of said one and one-half acre tract and is exactly 118 feet from the west line of said one and one-half acre tract, and on which 10 x 10 ft. tract there is located a septic tank or cess pool which is used in connection with the house located on said above one and one-half acre tract, 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 _____ day of September, A.D. 1927.

M. Shillerston

STATE OF KANSAS I
DOUGLAS COUNTY I ss:

BE IT REMEMBERED, That on this 28th day of July, A.D. 1927, before me, the undersigned a Notary Public in and for said County and State, came M. Shillerston 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.

F.C.Whipple, Notary Public, Douglas County, Kansas.

(L.S.)

Term Expires Jan.27,1931.

M O R T G A G E

From Nora L. Harman
To The Merchants

Reg.No.2948
Fee Paid \$7.50
State of Kansas,Douglas County,BS:
Filed for record Oct.3,1927 at
8:40 A.M.

Isa E. Wellman
Register of Deeds.

THIS INSTRUMENT, Made this first day of September, in the year of our Lord nineteen hundred twenty seven between Nora L. Herman and A.D. Herman, her husband, of Lawrence in the County of Douglas and State of Kansas, of the first part and THE MERCHANTS NATIONAL BANK, a banking corporation of Lawrence, Kansas of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreements and advancements hereinafter specified 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, its successors 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 South Thirty (30) Feet of Lot Number Two (2), and the North Twenty (20) feet of Lot Number Three (3), in Parker Addition to the City of Lawrence, Kansas, with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said Nora L. Harman and A.D. Harman, her husband, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and sised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save a \$5000.00 mortgage to The Merchants Loan & Savings Bank, Lawrence, Kansas.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full with interest; and this conveyance shall be void if such payments be made as hereinafter specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this 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, its successors 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 sales to retain the amount then due for the principal and interest, together with the cost 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 parties of the first