

MORTGAGE RECORD 75

147

SAME LODG NORTH STATIONERY CO KANSAS CITY MO 64114

From PARTIAL RELEASE.

Lawrence Building & Loan Ass'n

To James Maiznith

State of Kansas, Douglas Co. ss;
This instrument filed for record
Dec. 12, 1927 at 3:15 P.M.

Isa E. Woolman
Register of Deeds.

State of Kansas, Douglas County, ss;
KNOW ALL MEN BY THESE PRESENTS, That We, Harry Reding Pres. and I. C. Stevenson Secy, Lawrence Building and Loan Ass'n of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated April 13, 1923, made and executed by James Maiznith and Maude E. Maiznith of the first part, to ---The Lawrence Building and Loan Association 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 6, on the 6th day of April A.D. 1927. is as to Lot Thirteen (13) in Block Eight (8) University Place, an Addition to the City of Lawrence, Kas. 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 12th day of December A.D. 1927.

Lawrence Building & Loan Ass'n
Harry Reding Pres.
I. C. Stevenson Secy

Corp Seal

State of Kansas)
Douglas County) ss;

Be It Remembered That on this 12th day of December A.D. 1927, Before me, the undersigned a Notary Public, in and for said County and State, came Harry Reding Pres. and I. C. Stevenson Secretary Lawrence Building and Loan Ass'n who are personally known to me to be the same persons who executed the within release and such persons 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.

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

L.S.

Term expires: April 21, 1930.

From Corinne Fuentes et vir

MORTGAGE

To C. E. Friend

State of Kansas, Douglas Co. ss;
This instrument filed for record
Dec. 17th, 1927 at 1:45 P.M.

Isa E. Woolman
Register of Deeds

THIS INDENTURE Made this 4th day of December, A.D. 1927, between -----Corinne Fuentes and Carlos Fuentes, her husband, of Lawrence, Douglas County, Kansas, parties of the first part, and C. E. Friend of Lawrence, Douglas County, Kansas, party of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of One Thousand Five Hundred Seventy-six and 61/100 (\$1576.61) 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 party of the second part the following described real estate, to-wit:

Lots Fifty-four (54) and Fifty six (56) in Block Thirteen (13) in that part of the City of Lawrence known as West Lawrence, in Douglas County, Kansas,

with the appurtenances and all the estate, title and interest of the said parties of the first part there in.

And the said parties of the first part 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, except one mortgage to the Douglas County Building and Loan Association for Five Hundred (\$500.00) Dollars, the said mortgage being of record in Mortgage Book 68, page 593, in the office of the Register of Deeds of Douglas County, Kansas.

This grant is intended as a mortgage to secure the sum of One Thousand Five Hundred Seventy-six and 61/100 (\$1576.61) Dollars, according to the terms of one certain promissory note of even date herewith whereby its terms made payable to the party of the second part with all interest thereon accruing according to its terms, and also to secure any sum or sums of money advanced by the said party of the second part for taxes, insurance or other wise as provided in this mortgage.

The said parties of the first part covenant and agree that they will make timely payment on all principal and interest to become due on the above mentioned mortgage to the Douglas County Building and Loan Association, hereinbefore referred to, and that they will fully comply with and carry out all covenants to be by them performed hereunder, but in the event of their failure or refusal so to do, then the party of the second part hereunder may make payments either of principal or interest or both or taxes or effect insurance at his option, and any sum so paid by him shall be added to and become a part of the indebtedness secured by this mortgage. And the party of the second part hereunder may at his option declare a default hereunder and declare the entire sum secured by this mortgage immediately due and payable and foreclose this mortgage in the manner provided by law.

The said parties of the first part further covenant and agree to pay the sum of money, with interest thereon, secured by this mortgage, according to the terms of the above mentioned note, together with all costs and expenses of collection, if any there shall be, and also any costs incurred and paid by the party of the second part, his administrators or assigns, in maintaining the priority of this mortgage subject to the mortgage above mentioned; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and any sum so paid shall be a lien on the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

The parties of the first part further agree to pay all taxes which may be assessed on said real estate, also to abstain from the commission of waste on said premises and to keep the buildings

Reg. No. 3079
Fee Paid 4.00

Isa E. Woolman
Register of Deeds

FILED
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