

## MORTGAGE RECORD 75

From  
Farmers Union Co,  
To  
J.F. Marley et al

RELEASE

State of Kansas Douglas Co. ss  
Filed for record Feb 9, 1928  
At 1:35 P.M.

*Geo. E. Wellman*  
Register of Deeds

Know All Men By These Presents, That the debt secured by mortgage upon the following described real property situated in Rudora in Douglas County, and state of Kansas, to-wit:

All of Lots Numbered 7-8-9-10-11-12-13- and 14 in Block numbered 143.  
wherein The Farmers Union Co-operative Mercantile and Elevator Company a corporation is grantor and J.F. Marley, M.C. Hill, W.W. Gerstenberger, Geo. J. Votaw, L.W. Holmes, Gus Gabriel, Albert Grosdidier Carl Neis, C.C. Gerstenberger are grantees, and dated the 13 day of February 1926 a copy of which is recorded in volume 69 page 324 in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied; in consideration of which said mortgage is hereby released.

M.C. Hill

L.W. Holmes  
Albert Grosdidier  
Gus Gabriel

Carl Neis  
J.F. Marley  
C.C. Gerstenberger

W.W. Gerstenberger  
George J. Votaw

State of Kansas I  
Douglas County ISS

Be it remembered, That on the 6th day of Feb A.D. 1928 before me the undersigned a Notary Public in and for the county and state aforesaid came J.F. Marley, M.C. Hill, W.W. Gerstenberger, Geo. J. Votaw, L.W. Holmes, G.W. Gabriel, Albert Grosdidier, Carl Neis, C.C. Gerstenberger who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

L.S.

C.E. Cory

Notary Public.

From  
A.J. Parnell  
To  
Watkins Nat'l Bank

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Feb 9, 1928  
At 1:55 P.M.

*Geo. E. Wellman*  
Register of Deeds

This Indenture, Made this 5th day of December A.D. 1927 between A.J. Parnell and Annie B. Parnell his wife of Douglas County, Kansas, parties of the first part, and The Watkins National Bank, a banking corporation organized under the laws of the United States of America and having its principal place of business at Lawrence, Douglas County, Kansas, party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Eleven Thousand Five Hundred (\$11,500.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do hereby Grant, Sell and Convey unto the said party of the second part, its successors and assigns, the following described real estate to-wit:

The East half of the northeast quarter of Section Twenty two (22) Township Twelve (12) Range Nineteen (19) and Lots Three (3) and four (4) in the southwest quarter of section eleven (11) Township Twelve (12) Range Nineteen (19) all east of the 6th P.M. in Douglas County, Kansas.

To Have and To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto said party of the second part, its successors or assigns, forever; and the said parties of the first part hereby covenant that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that the said premises are free and clear of all incumbrances whatsoever and they will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

Provided However, That the said parties of the first part shall pay or cause to be paid to the said party of the second part the following described promissory notes, to-wit:

Bank Serial No.	Amount	Due Date
153505	\$500.00	January 8, 1928
153675	\$ 1,000.00	January 20, 1928
153675	\$5,000.00	January 17, 1928
153784	\$1,000.00	January 30, 1928
154069	\$1,000.00	January 24, 1928
154124	\$3,000.00	December 29, 1927

or any renewal or extension of said notes and also any other notes for all other and further indebtedness which the parties of the first part or either of them may contract to pay to the party of the second part for future loans, advances or acceptances made during the existence of this mortgage and any renewal or renewals of note or notes for said present or future indebtedness, the final maturity hereof and of any note hereunder to be not later than January 30, 1931, all of said notes to be payable at the Watkins National Bank, of Lawrence, Kansas or at such place as the then legal owner and holder thereof may direct.

And the parties of the first part further covenant and agree that they will make timely payment on all principal and interest to become due on the aforesaid notes or on any notes given in evidence or renewal thereof, or to secure future indebtedness and that they will pay all taxes which may become due against said real estate or any part thereof, and that they will keep the improvements on said real estate insured in good and responsible insurance companies satisfactory to the party of the second part with clauses attached thereto showing loss, if any, payable to the parties to this mortgage as their interest may appear, but in the event of their failure or refusal to make either of the payments of principal or interest or of taxes or to keep said property insured, the party of the second part may at its option and without notice declare a default hereunder and declare the entire sum secured by this mortgage immediately due and payable, and proceed to foreclose this mortgage in the manner provided by law, in which event the amount due and owing shall bear interest thereafter at the rate of ten per cent per annum, or the party of the second part may at its option pay said taxes or effect said insurance, in which event the sum so paid by it shall be added to the principal sum due hereunder, which shall bear interest from the date of its payment by the party of the second part until the same shall be repaid at the rate of ten per cent per annum.

Nov 13 1928  
 Geo. E. Wellman  
 Register of Deeds  
 Exp. 11/18/28  
 The Watkins National Bank has fully acknowledged payment of all of the indebtedness secured by this mortgage and authorized by its Register of Deeds to enter this discharge of said mortgage of record on November 10, 1928.  
 C. E. Cory  
 Notary Public