

MORTGAGE RECORD 75

executed by T.E. Griesa and Myra F. Griesa his wife of the first part to The Merchants National Bank Lawrence, Kansas, of the second part, and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas, in volume 57 page 30 on the 4th day of February A.D. 1925 is as to lots seventy nine (79) eighty (80) eighty one (81) eighty two (82) eighty three (83) eighty four (84) eighty five (85) eighty six (86) eighty seven (87) eighty eight (88) eighty nine (89) and Ninety (90) in Block Twenty two (22) in that part of the City of Lawrence Douglas County, Kansas known as West Lawrence, 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 hand this 23rd day of February A.D. 1928.

corp seal

The Merchants National Bank

By A.F. McClanahan
Vice President.

State of Kansas)
Douglas County)SS

Be it remembered, That on this 23rd day of February A.D. 1928 before me the undersigned a Notary Public in and for said County and State came A.F. McClanahan Vice President of The Merchants National Bank, 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 notarial seal on the day and year last above written.

LS
Term expires September 10, 1931.

Jane Sheets
Notary Public Douglas County, Kansas

From
To Vanroy W. Miller
Farmers & Bankers Life Ins. Co.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Feb. 29, 1928
At 3:45 P.M.

Register of Deeds

INSURED AMORTIZATION MORTGAGE.

Whereas, Vanroy W. Miller has applied to and been granted a loan of \$8000.00 by The Farmers and Bankers Life Insurance Company, secured by first mortgage on real estate hereinafter described, payable in installments on the insured amortization plan as hereinafter set forth until such debt is fully paid, and

Whereas, said Vanroy W. Miller has also applied for and been granted \$8000.00 of Insurance on the life of himself issued by said Company under its Policy Number 52954 which Insurance has been assigned by the insured and beneficiary thereunder to said Company as additional security for said loan, the proceeds of which, or so much thereof as may be necessary, if the death of the insured intervenes before said loan is paid in full, shall, if said policy of Insurance be in full force and effect at the date of such death, and not otherwise, be applied to the liquidation of payment of said loan.

Now Therefore, This Indenture, made this 31st day of January A.D. 1928 between Vanroy W. Miller a single man of Douglas County, in the State of Kansas of the first part, and The Farmers & Bankers Life Insurance Company of Wichita, Kansas, of the second part.

Witnesseth, That the first party for and in consideration of the sum of Eight thousand and no/100 Dollars in hand paid by the second party to the first party, the receipt of which is hereby acknowledged has sold and by these presents does grant, convey and confirm unto the second party, its successors and assigns forever, all of the following described real estate, lying and situated in the County of Douglas and State of Kansas to-wit:

The south fractional one half of the northeast fractional one fourth of section Five (5) Township Thirteen (13) Range twenty (20) also the following, Beginning at the north east corner of the southeast one fourth of section five (5) Township Thirteen (13) Range twenty (20) thence south forty (40) rods, thence west eighty (80) rods thence north twenty (20) rods thence east fifteen (15) rods; thence north twenty (20) rods to the north line of said one fourth section, thence east sixty five rods to place of beginning and containing 18 1/2 acres, in all ninety six (96) acres more or less,

with all the appurtenances and hereditaments belonging thereto or situated thereon, and the first party does hereby covenant and agree that at the delivery hereof he is the lawful owner of the above granted premises and seized of a good and indefeasible estate of inheritance therein, free of all encumbrances.

Provided Always, and these presents are upon these express conditions; that if the first party his heirs or assigns, shall well and truly pay or cause to be paid to the second party its successors or assigns, the sum of Eight Thousand and No/100 Dollars with interest thereon at the time and in the manner specified in one certain promissory note bearing date the 31st day of January A.D. 1928 executed by the first party and payable to the order of The Farmers & Bankers Life Insurance Company (at its Home Office in Wichita, Kansas) in amount and due as follows:

\$514.44 shall be paid semi-annually on the 31st day of July & January after the date hereof and until said principal sum shall have been paid in full. From each such payment there shall first applied \$114.44 to pay the semi-annual premium on said Life Insurance Policy Number 52954 second, an amount equal to six per cent interest per annum on the unpaid principal and the balance to be credited on the unpaid principal of the note. All payments to draw ten per cent interest per annum after their due date until paid.

The first party for himself his heirs, executors, administrators and assigns, stipulates and agrees as follows:

First, That the lien created by this instrument is a first lien on the above described land and all of the improvements thereon.

Second, To pay the indebtedness as herein provided, and until the same is fully paid to keep the improvements thereon insured at the expense of the first party in a company or companies satisfactory to second party and deliver to second party the policy or policies of insurance or renewal insurance policies, ten days before any such policy expires.

Said insurance shall be maintained in the sum of \$----- covering fire and tornado with mortgage clause of The Farmers & Bankers Life Insurance Company attached thereto.

Third, Until the mortgage indebtedness is fully paid, to pay all semi-annual premiums in

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 6th day of August, 1945
This Farmers & Bankers Life Insurance Company
H. F. Langley, President
(Corp. Seal)

THIS MORTGAGE
WAS WRITTEN
IN THE ORIGINAL
MORTGAGE
BOOK ON THE DAY
OF
1928
H. F. Langley
Notary of Kansas