

## MORTGAGE RECORD 75

From  
Law. Nat'l Bank  
To  
Lloyd L. Ware et al

## RELEASE OF MORTGAGE.

State of Kansas Douglas Co. ss  
Filed for record July 6, 1928  
At 4:05 P.M.

*Isa E. Wellman*  
Register of Deeds

Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage by Lloyd L. Ware, Clarence J. Topping, Laura L. Topping, Norvan H. Gibbons, Mrs. Mildred E. Gibbons in favor of Fidelity Savings Trust Company, Kansas City, Mo. and assigned to The Lawrence National Bank, Lawrence, Kansas dated the 1st day of May A.D. 1923 which is recorded in Book 65 of Mortgages page 212 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 29th day of June A.D. 1928.

The Lawrence National Bank

corp seal

I.J. Meade  
Vice President.

State of Kansas  
Douglas County

1  
SS

Be it remembered, That on this 29th day of June A.D. 1928 before me Geo W. Kühne a Notary Public in and for said County and State came I.J. Meade Vice President of Lawrence, National Bank to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Geo W. Kühne  
Notary Public

LS  
My commission expires Jan 25, 1930.

From  
Glen W. Dickinson  
To  
Law. Nat'l Bank.

## MORTGAGE.

State of Kansas Douglas Co. ss  
Filed for record July 6, 1928  
At 4:15 P.M.

*Isa E. Wellman*  
Register of Deeds

Know All Men By These Presents, That Glen W. Dickinson and Adda B. Dickinson, his wife, both of Douglas County, State of Kansas hereinafter designated as the parties of the first part, in consideration of the sum of Thirty Thousand Dollars hand paid by Lawrence National Bank of Lawrence, in the County of Douglas, State of Kansas, party of the second part, receipt of which is hereby acknowledged, do hereby mortgage and warrant unto the said Lawrence National Bank, or its assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

All of Lots eighteen (18) and twenty (20) Massachusetts Street, Lawrence, Kansas, subject, however to all existing rights and duties in connection with the North Wall of the building on said property in favor of and against the owner of Lot Sixteen (16) Massachusetts Street; also all scenery, two (2) motion picture machines, generator, picture screen, two pianos and all equipment pertaining to the theatre business, now located in said building.

To Have and To Hold the same, with all the hereditaments and appurtenances thereto belonging to the said second party and to its successors and assigns, forever.

These Presents are made to secure the payment of a certain negotiable Promissory Note this day made, executed and delivered by said Glen W. Dickinson and Adda B. Dickinson to the said Lawrence National Bank for the total sum of Thirty Thousand Dollars, bearing interest at the rate of five and one half per centum per annum from July 6, 1928 payable semi-annually, principal and interest payable at the office of the Lawrence National Bank, Lawrence, Kansas, with interest after maturity at the rate of ten per centum per annum, said note being for the sum of \$30,000.00 due July 6, 1933.

The said parties of the first part, however, reserve the right to pay One Thousand Dollars or any multiple thereof upon said note, or the full amount thereof on any interest payment date.

It is herein agreed particularly as follows: The said parties of the first part shall not permit the buildings and improvements on said premises to depreciate by neglect or want of care, shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent all taxes and assessments upon said premises, general or special, and shall keep the buildings on said premises constantly insured against loss by fire, lightning or wind storm for the benefit of said second party or its assigns, in a Company or Companies acceptable to said second party or its assigns, in a sum of at least 87-1/3% of the amount of principal unpaid on said notes, and shall deliver to said second party or its assigns the policy or policies therefor and all renewals thereon.

In the event of a loss under any policy the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said parties of the first part, or assigns and as agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and indorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said parties of the first part to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said parties of the first part all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment and this mortgage shall stand as security for all such sums.

Now Therefore, if the amount said note and interest be paid when due, and all the covenants and agreements of the said parties of the first part contained herein be faithfully

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:  
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.  
As witness my hand this 12th day of June 1928.  
Attest: Carrie J. Carson, Clerk of the Court  
Carrie J. Carson

Harold A. Beck  
Register of Deeds

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15.00