

MORTGAGE RECORD 75

335

From
Low Nat'l Bank
To
B.C. Day et al.

RELEASE.

State of Kansas Douglas County, ss
Filed for record Oct. 24, 1928
At 11:25 A.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 Douglas County in the State of Kansas, to-wit:
The southwest quarter of Section 28, Township 13, Range 20, less 5 11/10 acres deeded to Southern Kansas Railway Company also less a strip in the southeast corner, 60 feet by 160 feet, sold to Douglas County Co-operative Association.
wherein B.C. Day and Rosa K. Day are mortgagor(s) and The Lawrence National Bank of Lawrence, Kansas is mortgagee(s) dated the 1st day of March 1920 given to secure the payment of Eight thousand and no/100 Dollars, a record of which is shown in Mortgage Record 58 of Deeds page 321 in the office of the Register of Deeds of Douglas County, State of Kansas has been fully satisfied in consideration of which said mortgage is hereby released this 15th day of October 1928.

Corp seal

The Lawrence National Bank
By: Geo W. Kuhns
Cashier.

State of Kansas
County of Douglas [SS

Be it remembered, That on this 15 day of October 1928 before me the undersigned a Notary Public in and for said County and State came Geo W. Kuhns known to me to be the cashier of the said The Lawrence National Bank who is personally known to me to be the same person who executed the foregoing Satisfaction of Mortgage and such person duly acknowledged the execution of the same to be the act and deed of such corporation duly authorized by resolution of its Board of Directors, for the uses and purposes therein set forth.

W.A. Schaal
Notary Public

LS
My commission expires April 25, 1931.

From
T. F. Rickenbacher et ux
To
Prudential Investment Co.,

MORTGAGE.

State of Kansas, Douglas County, ss
Filed for record Oct. 25, 1928.
Geo E. Wellman
Register of Deeds

3795
550

This indenture made this 1st day of October, A.D. 1928, by and between
---T. F. Rickenbacher and M.G. Rickenbacher, his wife, of the County of Shawnee and State of Kansas parties of the first part, and The Prudential Investment Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,
Witnesseth, That the said parties of the first part, in consideration of the sum of ----
Two Hundred Fifty and no/100 (\$250.00) ----- Dollars, the receipt of which is hereby acknowledged together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby Grant, Bargain, Sell and Mortgage to said party of the second part, its successors and assigns, forever, the following described tract or parcel of land with the tenements, appurtenances and hereditaments thereunto belonging, situated in Douglas County, State of Kansas, To-wit:

The Northeast Quarter (NE 1/4) of Section Nine (9) Township Fourteen (14), Range Eighteen (18), East of the 6th P.M.
of the sixth Principal Meridian, containing --- acres, more or less, according to the government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Investment Co., dated Oct. 1, 1928, to secure the payment of \$5000.00 covering the above described real estate, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Prudential Investment Company in obtaining a loan for the part of the first part, secured by the prior mortgage of \$ --- hereinbefore referred to, and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$250.00 hereby secured is evidenced by five notes of even date herewith, executed by the parties of the first part and payable to the order of the party of the second part as follows:

\$50.00 on the first day of October, 1929
\$50.00 on the first day of October 1930.
\$50.00 on the first day of October, 1931.
\$50.00 on the first day of October, 1932
\$50.00 on the first day of October, 1933, bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the note secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable. At the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisalment distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs 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 part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby- and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all

This mortgage is subject to the prior mortgage of \$5000.00 executed by T. F. Rickenbacher and M. G. Rickenbacher to The Prudential Investment Company, dated Oct. 1, 1928, and recorded in Mortgage Record 58 of Deeds page 321 in the office of the Register of Deeds of Douglas County, State of Kansas.