

# MORTGAGE RECORD 75

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Provided Always, And these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows: \$30.00 on March 1, 1929, Sept 1, 1929, March 1, 1930, Sept 1, 1930, March 1, 1931, Sept 1, 1931, March 1, 1932, Sept 1, 1932 March 1, 1933 and Sept 1, 1933 respectively.

with interest at ten per cent per annum after maturity until payment both principal and interest payable at the office of The Davis Wellcome Mortgage Company Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of said The Davis Wellcome Mortgage Company, in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. 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 may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

Lawrence P. Stroda  
Etta P. Stroda

State of Kansas I  
County of Douglas, ISS

*(Real Estate Attorney Co.)*  
Be it remembered That on this 18 day of August A.D. 1928 before the undersigned a Notary Public within and for the County and State aforesaid came Lawrence P. Stroda and Etta P. Stroda, his wife 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 notarial seal, the day and year last above written.

IS  
My commission expires March 4, 1931

E.E. Wyant  
Notary Public

From  
Merchants L. & Sav. Bk.  
To  
Chas J. Achning

## PARTIAL RELEASE

State of Kansas Douglas Co. ss  
Filed for record Aug. 25, 1928-  
At 3:25 P.M.

*J. E. Wellman*  
Register of Deeds

State of Kansas I  
Douglas County ISS

Know All Men By These Presents, That we, The Merchants Loan & Savings Bank of the County and State aforesaid do hereby admit a certain indenture of Mortgage dated March 21, 1924 made and executed by Charles J. Achning and Minnie Achning husband and wife, of the first part to The Merchants Loan & Savings Bank of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the state of Kansas, in volume 66 page 288 on the 26th day of March A.D. 1924 is as to The south half of lot fifty six (56) on Massachusetts street in the city of Lawrence, Kansas in Douglas County, Kansas fully Paid, Satisfied, Released Discharged, This release is given on the express terms and conditions 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 16th day of August A.D. 1928.

Corp seal.

The Merchants Loan & Savings Bank  
By: F.C. Whipple, Cashier.

State of Kansas I  
Douglas County ISS

Be it remembered, That on this 16th day of August A.D. 1928 before me W.F. March a notary Public in and for said county and state came F.C. Whipple Cashier of The Merchants Loan & Savings Bank to me personally known to be the same person who executed the within release 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.

W.F. March  
Notary Public

IS  
My commission expires July 24, 1929.