

MORTGAGE RECORD 75

413

SAME DOWNSHORE STATIONERY CO. KANSAS CITY MO 64114

From Merchants Nat 'l Bank
To J.E. Griess

PARTIAL RELEASE.

State of Kansas Douglas Co. ss
Filed for record Jan 21, 1929
At 5:55 P.M.

Elmer E. Armstrong
Register of Deeds

State of Kansas
Douglas County [SS

Know All Men By These Presents, That We, The Merchants National Bank of the county and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated February 1, 1925 made and executed by T.E. Griess and Myra O. Griess 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 67 page 30 on the 4th day of February A.D. 1925 is as to: The north twenty five (25) ft. of Lots fifty one (51) Fifty three (53) Fifty five (55) Fifty seven (57) Fifty nine (59) in Block twenty two (22) in that part of Lawrence 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 19th day of January A.D. 1929.

The Merchants National Bank
By: A.F. McClannahan
Vice President.

corp. seal

State of Kansas
Douglas County [SS

Be it remembered That on this 19th day of January A.D. 1929 before me Jane Sheets a Notary Public in and for said County and State came A.F. McClannahan, Vice President of The Merchants National Bank to me personally known to be the same person who executed the within 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 of the day and year last above written.

Jane Sheets
Notary Public

LS
My commission expires September 10, 1931.

From Elmer F. Allen
To Davis Wellcome Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Jan 22, 1929
At 11:00 A.M.

Elmer E. Armstrong
Register of Deeds

This Mortgage Made this 16th day of January A.D. 1929 by and between Elmer F. Allen and Mattie B. Allen his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Davis Wellcome Mortgage Company a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas party of the second part, Witnesseth, That the said parties of the first part in consideration of the sum of Twenty Eight Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The west half (W $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of section thirty five (35) Township Thirteen (13) South, Range twenty (20) East of the Sixth Principal Meridian, containing Eighty (80) acres, more or less.

To Have and To Hold the same with all and singular the hereditaments and appurtenances thereto belonging in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, And these presents are upon the following agreements, covenants and conditions, to-wit:

First, That the parties of the first part are justly indebted to the party of the second part in the sum of Twenty eight hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part in consideration of the actual loan of the said sum and payable to the order of the said party of the second part, with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum payable on the 1st days of February in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Twelve Hundred Dollars, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss, to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

Third, That the 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

This Release
was written
on the original
Mortgage
this day of
January
1929
at Lawrence
Ks.
Elmer E. Armstrong
Register of Deeds.

Not. Public
Per Paid 7.00

for Assignment see Book 95
page 441
for Release see Book 75 - Page 492

This Agreement secured by this Mortgage has been paid in full and the same is hereby canceled, this 19th day of January, 1941.
Attest:
Wesley Brown College
By Philip C. President
Robert H. Vogel
Secretary (Op. 5-1)