

MORTGAGE RECORD 75

575

SAUL DOGSMORTH STATIONERY CO KANSAS CITY MO 64114

of the terms and conditions contained in a prior bond or mortgage to this mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, with out notice, 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 appraisement distinctly waived and out of 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 surplus, if any there be, shall be paid into court, to await the further order of the court and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees 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 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 further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually from date said sums are expended, except the series of notes above described which shall draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void, and this mortgage shall be released at the cost of the first party, which cost first party agrees to pay otherwise to remain in full force and effect.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this First day of July, 1929.

Howard McConnell
Elma McConnell

STATE OF KANSAS
COUNTY OF DOUGLAS, SS.

Before me, the undersigned, a Notary Public, in and for said County and State on this 26th day of July 1929 personally appeared Howard McConnell and Elma McConnell his wife, known to me to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

I. C. Stevenson
Notary Public in and for Douglas County, Kansas.

Legal Seal

My commission expires Oct. 18, 1932

Witness my hand and notarial seal the day and year above set forth.

Recorded July 26, 1929 A. D. at 11:35 A. M. *Eric E. Conners* Register of Deeds

PARTIAL RELEASE

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That We, George O. Foster, President and I. C. Stevenson Secretary of the Lawrence Building and Loan Assn of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated June 23, 1922, made and executed by George E. Coghill and wife Muriel A. Coghill of the first part, to Lawrence Building and Loan Association of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 61, page 133 on the 26th day of June A. D. 1922, is as to the following: Beginning at a point 139.4 feet north and 104.9 feet east of the SW corner of Section 36, Tp 12, Rg. 10 thence north 316 feet, thence west sixty seven (67) feet, thence south 145 feet thence east 67 feet. 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 hands this 25th day of July A. D. 1929.

Lawrence Building & Loan Assn.

George O. Foster Pres

I. C. Stevenson Secy

Corp. Seal

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 25th day of July A. D. 1929 Before me, the undersigned a Notary Public in and for said County and State, came George O. Foster, President and I. C. Stevenson, Secretary of the Lawrence Building and Loan Association who are personally known to me to be the same persons 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 official seal on the day and year last above written.

Legal Seal

L. E. Eby
Notary Public, Douglas County, Kansas.

Term Expires April 21, 1930

Recorded July 31, 1929 A. D. at 9:25 A. M. *Eric E. Conners* Register of Deeds