

MORTGAGE RECORD 75

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

H. H. Hayes

Notary Public

Commission expires 3/18/33 19--

Recorded August 22, 1929 A. D. at 8:35 A. M. *Edith L. Alt* Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 17th day of August A. D. 1929 between Edith L. Alt, a single woman of Douglas County in the State of Kansas, of the first part, and Clarence Sutton Lawrence, Kansas, of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of One Thousand and no/100 Dollars the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, his heirs and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit: The South Two (2) Acres of the following describe tract of land: Beginning Thirty-eight (38) rods east of the North-west corner of the South-west Quarter of the South-east Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20); Thence South Twenty (20) rods; Thence East to the Right of Way of the Leavenworth, Lawrence and Galveston Railway (now the Atchison, Topeka and Santa Fe Railway Company); Thence in a northerly direction along said Right of Way to the north line of the South half of said South-east Quarter; Thence West to the place of beginning, containing five (5) and one-half acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a mortgage of \$2000.00 held by Clarence Sutton.

PROVIDED ALWAYS, That this instrument is executed and delivered to secure the payment of the sum of One Thousand and no/100 Dollars, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, which said interest and principal sum the party of the first part agree to pay in monthly installments, making a total monthly payment of \$20.70 payable as follows: Twenty and 70/100 Dollars, (\$20.70) on or before the 17 day of September 1929 and a like sum on or before the 17 day of each and every month thereafter to and including the month of August 1934, and that they will warrant and defend the same against all parties making lawful claim thereto.

Now, if said party of the first part shall cease to be paid to the party of the second part the amount due him under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise, to remain in full force and effect, and may be foreclosed as in said contract note provided.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand the day and year first above written.

Edith L. Alt

STATE OF KANSAS
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 17th day of August A. D. 1929 before me Frank M. Holliday a Notary Public in and for said County and State, came Edith L. Alt, a single woman 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.

Frank M. Holliday

Notary Public

My Commission Expires January 21, 1930

Recorded August 22, 1929 A. D. at 10:05 A. M. *Edith L. Alt* Register of Deeds

PARTIAL RELEASE

STATE OF KANSAS, DOUGLAS COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That I, George O. Foster President and I. C. Stevenson, Secy of the Lawrence Building and Loan Association of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated October 10th 1925, made and executed by John C. Bond and Corn E. Bond of the first part, to the Lawrence Building and Loan Assn of the second part, and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas in volume 68 page 115 on the 10th day of October A. D. 1925 is as to the South one-half of Lot Fifty six (56) Connecticut street 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 21st day of August A. D. 1929.

George O. Foster

Pres.

I. C. Stevenson

Secy.

Corp. Seal

The following is endorsed on the original instrument:
 The same having been described having been paid in full, this mortgage is hereby
 released and the lien hereby created is discharged.
 A witness my hand this 5th day of May 1930 A. D. 1930
 Attest: *Frank M. Holliday*
 Notary Public
 Recorded May 6, 1930
Edith L. Alt
 Register of Deeds