

MORTGAGE RECORD 75

PARTIAL RELEASE

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 August 12, 1929, made and executed by Fred C. Richardson and Clara A. Richardson, of the first part, to The Merchants National 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 75 page 579 on the 14th day of August A. D. 1929, is as to Lot Sixty-seven (67) and the East Fourteen (14) feet of Lot Sixty-nine (69) in Block Forty-one (41) in that part of the City 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 18th day of September A. D. 1929.

Corp. Seal.

The Merchants National Bank,
By F. C. Whipple
Vice Pres. & Cashier.

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 18th day of September A. D. 1929 before me Jane Sheets a Notary Public in and for said County and State, came F. C. Whipple, Vice Pres. & Cashier of The Merchants National Bank, Lawrence, Kansas, 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.

Legal Seal

Jane Sheets
Notary Public

My commission expires Sept. 10, 1931

Recorded Sept. 19, 1929 A. D. at 2:45 A. M.

Seal of Commissioner-----Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 17 day of September 1929 between Jacob Muckey a single man of Douglas County, in the State of Kansas of the first part, and The Baldwin State Bank of Baldwin City in Douglas County in the State of Kansas, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Eight hundred Dollars, the receipt of which is hereby acknowledged does by these presents, grant, bargain, sell and convey unto said party of the second part its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Three (3) and Lot Four (4) in Media Row a part of Baldwin City, said lots being on College Street.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Jacob Muckey has this day executed and delivered 51 certain promissory notes to said party of the second part, for the sum of Twenty Dollars each or Ten hundred Twenty Dollars total bearing even date herewith, payable at Baldwin State Bank, Baldwin Kansas, in equal installments of \$ Twenty Dollars each, the first installment payable on the 1st day of October 1929 the second installment on the 1st day of November 1929 and one installment on the 1st days of Each Month except Dec. Jan. & Feb. in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the part of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Jacob Muckey 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, is not paid when the same is due; and 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 or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part of the second part shall be entitled to the possession of said premises.

And the said party of the first part for himself and his heirs, does hereby covenant to and with the said party of the second part, executors, administrators or assigns, that he is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that he will, and his heirs, executors and administrators shall, forever, warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Jacob Muckey

Attest:

STATE OF KANSAS DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 18 day of Sept. A. D. 1929 before me W. M. Clark a Notary Public in and for said County and State came Jacob Muckey a single man 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.

Legal Seal

W. M. Clark Notary Public

My Commission expires May 15, 1931

Recorded Sept. 19, 1929 A. D. at 9:05 A. M.

Seal of Commissioner-----Register of Deeds

Reg. No. 372
Fee Paid \$2.00

The following is endorsed on the original instrument.
The said herein described having been paid in full, this mortgage is hereby
released and the lien thereby created discharged.
As witness my hand this 19 day of Sept. A. D. 1931
Attest: *Seal of Commissioner*

Recorded Sept. 19, 1931
Class of Commissioner
W. M. Clark Notary Public