

MORTGAGE RECORD No. 77

23

STATE OF MISSOURI
CLAY COUNTY, SS.

On this 16 day of January A. D. 1930 before me personally appeared Joseph J. Phillips and Elizabeth A. Phillips, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

Grace G. Estes

My commission expires April 21, 1932.

Notary Public in and for said County

Recorded January 17, 1930 A. D. at 2:00 P. M. *Elmer E. Constance* Register of Deeds

PARTIAL RELEASE

For and in consideration of the sum of one dollar and other valuable consideration, the receipt whereof is hereby acknowledged, THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, heret releases and discharges the following described land, namely: 160 square rods in the Northeast Corner of the North Half (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11), Township Fourteen (14) South, of Range Nineteen (19) East of the Sixth Principal Meridian.

From the lien of the mortgage dated January 19, 1920 executed by Irvin S. Flory and Etta A. Flory his wife as mortgagor, in favor of said bank as mortgagee, securing a note for \$2200.00, recorded in book 57, at page 411 of the records of mortgages of Douglas County, Kansas but does not release any of the other land covered by said mortgage.

Witness the signature of said bank signed by its duly authorized officers and its corporate seal hereon impressed this 13th day of January 1930.

THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS.

Corp. Seal

By W. E. Pepperell

Vice President

Attest Guy Fogelberg

W. E. Pepperell

Guy Fogelberg Asst Secretary

STATE OF KANSAS
COUNTY OF SEDGWICK SS.

Before me, a notary public in and for said county and state, on this 13th day of January 1930, personally appeared W. E. Pepperell to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

Witness my hand and seal the day and year last above written.

Fern Allburn

Legal Seal

Notary Public

My commission expires November 26, 1931.

Recorded January 17, 1930 A. D. at 4:40 P. M. *Elmer E. Constance* Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 18th day of January in the year of Our Lord One Thousand Nine hundred Thirty by and between Hazel M. Smith and Maywood Smith, her husband of the County of Douglas and State of Kansas parties of the first part, and William S. Webb party of the second part,

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, for and in consideration of the sum of Two Thousand One Hundred Fifty Five and 05/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns forever, all of the right, title, interest and estate of Hazel M. Smith, formerly Hazel M. Webb and Maywood Smith, her husband, in and to all of the following described tracts pieces and parcels of land lying and situate in the county of Douglas and State of Kansas, to-wit: all of lots 133, 135, 137, 139 and 141 on High Street and the west 30 feet of Lots 41, 42, 43 and 44 on Eighth Street, all in Baldwin City, Douglas County Kansas.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereto belonging unto the said party of the second part, and to his heirs and assigns forever, provided always and this instrument is made, executed and delivered upon the following conditions to-wit:

WHEREAS, Hazel M. Smith and Maywood Smith the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Note of even date herewith, by which they promise to pay to the said William S. Webb or order, for value received Two Thousand One Hundred Fifty Five and 05/100 Dollars due January 18th 1931 with interest from date to maturity at the rate of six per cent per annum, payable semi-annually as evidenced by said note principal and interest notes are payable at Liberty National Bank, Kansas City, Missouri and bear interest from maturity until paid at the rate of eight per cent per annum, payable semi-annually.

\$2155.06

Kansas City, Mo. January 18th 1930

One Year after date we promise to pay to William S. Webb or order Two Thousand One Hundred Fifty Five and 05/100 Dollars at office of Liberty National Bank Kansas City, Mo. For value received with interest thereon at six per cent per annum from date until paid, interest payable semi-annually and if interest be not paid when due, same is to become part of the principal and the total sum to bear 8 per cent interest.

Hazel M. Smith
Maywood Smith

Reg. No. *566*
Fee Paid *5*