

RELEASE

IN CONSIDERATION of the payment of the debt therein named, I do hereby release Mortgage made by The Beta Gamma House Association by Edward H. Taylor to William A. McKeever and which is recorded in Book 77 Mortgages, Page 56 of the Records of Douglas County, State of Kansas, covering the All of the South Thirty-seven and one-half (37½) feet of Lots Four (4) and Seventeen (17) All of Lots Five (5) and Sixteen (16) and the North Ten (10) feet of Lot Six (6) all in University Heights, as shown by the recorded plat thereof filed in the office of the Register of Deeds, Douglas County, Kansas, July 1st, 1909, and as shown by supplemental dedication filed June 6th 1910 in Book 84 at page 294 of the records in the office of said Register of Deeds, said property having a frontage of 107½ feet on West Campus Road, and being 280 feet deep, in Douglas County State of Kansas.

WITNESS MY HAND this 27th day of October 1930.

In the presence of

William A. McKeever

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 27th day of October 1930 personally appeared William A. McKeever to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Legal Seal

My commission expires Sept. 26, 1931

Blanch Harris Notary Public

Recorded November 19, 1930 A. D. at 11:00 A. M.

E. E. Brundage

Register of Deeds

MORTGAGE

Reg. No. 1060
Fee Paid \$2.50

THIS MORTGAGE, made the First day of October A. D. 1930 between O. M. Rew, and Janie Rew his wife of Wellsville of the County of Douglas and State of Kansas hereinafter called the first party, and Commerce Trust Company, a body corporate, existing under and by virtue of the laws of Missouri, and having its chief office in the City of Kansas City, and State of Missouri, hereinafter called the second party.

WITNESSETH: That whereas the first party, O. M. Rew and Janie Rew, his wife, is justly indebted to the second party, Commerce Trust Company, for money borrowed in the sum of Eight Thousand and No/100 Dollars, in evidence of which the first party has executed one amortization note of even date herewith, payable in annual installments on the First day of November each and every year hereafter, until fully paid, as set out in said note, the last installment being payable on the First day of November 1950.

Said note is executed by the first party, and the installments thereon bear interest after maturity at the rate of ten per cent per annum, until paid, principal and interest payable in installments as set out in said note, and are made payable to the order of the second party, Commerce Trust Company, at Chase National Bank (Metropolitan Branch), Fourth Avenue and Twenty-third Street, New York City, New York, or at such other place as the holder thereof may from time to time designate in writing, with exchange on the City of New York.

NOW, THEREFORE, THIS INDENTURE, WITNESSETH: That the first party in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said amortization note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents mortgage and warrant unto the second party, its successors and assigns forever, all the following described lands and premises situated in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (¼) of Section No. Nine (9), Township No. Fifteen (15) South, Range No. Twenty-one (21) East, Containing One Hundred Sixty (160) acres, More or less;

together with the rents, issues and profits of said lands and the growing crops thereon in case of default in the payment of any installment of principal or interest on the note hereby secured when the same shall become due.

AND, as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate, and directs any lessee, on demand, to pay the second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or any installment of principal or interest due thereon, and so long as the agreements, covenants, and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

AND, the first party expressly agrees to pay the said note and all installments of principal and interest thereon promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and first party agrees to keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the second party for at least Two Thousand dollars, for the benefit of the second party herein or its assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the second party or its assigns, as collateral security for the debt hereby secured, and on failure so to do the second party or its assigns may procure such insurance and pay the premium for the same and such payment shall become a part of the mortgage debt as hereinafter provided.

AND, the first party further agrees to pay when the same become due, all taxes, which may be assessed by authority of the State of Kansas, or of the United States of America, upon the above described land, premises or property; or upon the interest of the owner of the note hereby secured; or upon said note or the money secured by this mortgage, without regard to any law heretofore enacted, or that may hereafter be enacted, imposing payment of the whole or any part thereof by the owners of the note hereby

For Central Release See
Card 82 page 221.