

KANSAS ACKNOWLEDGMENT
MAN AND WIFE

State of Missouri, County of Jackson, ss.

BE IT REMEMBERED, that on this 3rd day of November, 1931, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. C. Hoggatt and Minnie Hoggatt, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Mo., the day and year last above written.

Legal Seal

My commission expires June 22, 1933

Clara Finney

Notary Public in and for said County and State.

Recorded Nov. 6 A. D. 1931 at 11:30 A. M.

Clara Finney Register of Deeds

MORTGAGE

THIS INDENTURE, Made this third day of November in the year of our Lord nineteen hundred thirty-one between Winfred M. Newmark and Minnie Newmark, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Thirty-three (33) feet of Lot Numbered One Hundred Forty-six (146), and all of Lot One Hundred Forty-eight (148), on Rhode Island Street in the City of Lawrence, Also, the North One-half (½) of Lot Forty-nine (49) on Massachusetts Street in the City of Lawrence, with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said Winfred M. Newmark and Minnie Newmark, his wife, do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one mortgage on record for \$10,000.00 on North ½ of Lot 49 Massachusetts Street, Lawrence, Kansas.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Winfred M. Newmark (SEAL)

State of Kansas)
) ss:
Douglas County)

Minnie Newmark (SEAL)

BE IT REMEMBERED, That on this 3rd day of November A. D. 1931, before me, the undersigned, a Notary Public, in and for said County and State, came Winfred M. Newmark and Minnie Newmark, his wife, to me personally known to be the same persons 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.

F. C. Whipple

Notary Public

Legal Seal

My Commission Expires January 27, 1935

Recorded Nov. 6, A. D. 1931 at 1:30 P. M.

Clara Finney Register of Deeds

RELEASE

I, the undersigned, Treasurer of the Church Extension Board the mortgage in the within mortgage, executed by Trustees of The English Lutheran Church of Lawrence, Douglas County, Kansas, to me and recorded in Book L, at page 10 of the records of the Register of Deeds Office of Douglas County, Kansas, do hereby acknowledge the satisfaction of said mortgage in the presence of the undersigned Notary Public, the notes of indebtedness therein described and mentioned having been paid in full.

Witness my hand this 23rd day of February 1929.

Zenan M. Corbe

State of New York) ss
County of New York)

Now on this 23 day of February 1929 before me the undersigned Notary Public, came ZENAN M. CORBE who acknowledged in my presence that he signed and executed the above and foregoing

Reg. No. 610
Fee Paid 2.00

This following is confirmed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created is hereby terminated. Any of the provisions of the original instrument shall be null and void.
I, the undersigned, Treasurer of the Church Extension Board, do hereby acknowledge the satisfaction of said mortgage in the presence of the undersigned Notary Public, the notes of indebtedness therein described and mentioned having been paid in full.
Witness my hand this 23rd day of February 1929.