

SARL BODWORTH STATIONERY CO KANSAS CITY MO 64104

property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

Mary H. T. Miller

STATE OF OHIO, HAMILTON COUNTY, SS.

BE IT REMEMBERED, That on this 5th day of March A. D. 1932, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Mary H. T. Miller who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Legal Seal

R. N. Piper, Notary Public

Commission expires March 30, 1932

Recorded March 10th, A. D. 1932 at 2:50 P. M.

E. S. C. [Signature] - Register of Deeds

RELEASE FROM MORTGAGE OF A PORTION OF REAL PROPERTY

Know all men by these presents, that the Douglas County Building and Loan Association, a corporation, with its principal place of business in the City of Lawrence, in the County of Douglas, State of Kansas, the mortgagee in the certain mortgage deed hereinafter described, does hereby certify that, the said mortgage deed, which is dated the 30th day of November 1928, made and executed by Josephine H. Lawrence, as party of the first part, to the Douglas County Building and Loan Association, as party of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in mortgage book 71 at page 277 of the records of said office, is, as to so much of the property therein described, to wit: beginning at a point 297 feet south of the intersection of the north line of the northwest quarter (N W 1/4) of section seven (7) township (13) range twenty (20) with the west line of Vermont Street produced south from the City of Lawrence, thence south on said west line of Vermont Street produced thirty three and five-tenths (33.5) feet more or less to the north line of land deceded to Hiram W. Jones, described in deed book 18, page 501 in said Douglas County records; thence, west along the north line of said Hiram W. Jones tract 125 feet; thence north parallel with the west line of Vermont Street produced, 33.5 feet more or less; thence east 125 feet to the point of beginning, all in Douglas County, State of Kansas, fully paid, satisfied, released and discharged.

This release is made and given for the reason that the mortgagor, Josephine H. Lawrence, was not the owner of the above described tract of land at the time the mortgage was given, and to clear the title of the true owner, Buelah May Kennedy, said tract of land having been included in the mortgage by a mistake arising from the peculiar method of describing two certain tracts of land lying immediately north of the said Hiram W. Jones tract, said tracts at the present time belonging to Elizabeth Edna Birch and Buelah May Kennedy, that tract belonging to Elizabeth Edna Birch being described as follows: commencing at a point where the north line of the northwest quarter (N W 1/4) of section No. 7, township No. 13 Range No. 20, Douglas County, Kansas intersects the west line of Vermont Street produced south from the City of Lawrence, thence, south along said produced west line of Vermont Street 100 feet; thence, west parallel with said north line of said northwest quarter (N W 1/4) of section No. 7, one hundred twenty-five (125) feet to a stake; thence north parallel with said west line of Vermont Street produced south as aforesaid 100 feet to said north line of said northwest quarter (N W 1/4) of section 7; thence, east along said north line 125 feet to place of beginning, as shown by the record of the Register of Deeds of Douglas County in deed book 105 page 135; and that belonging to Buelah May Kennedy being described as follows: commencing at a point on the west line of Vermont Street produced south from the City of Lawrence 100 feet south of where the north line of the northwest quarter of section 7 township 13 range 20 intersects the said west line of Vermont Street thence south along the said west line of Vermont Street produced south as aforesaid 197 feet to a stake; thence west parallel with said north line of said northwest quarter of section 7, one hundred twenty-five (125) feet to a stake; thence north parallel with said west line of Vermont Street produced south as aforesaid 197 feet to a stake; thence east 125 feet to place of beginning as shown by the record of the Register of Deeds of Douglas County in deed book 119 page 482. The error in the description of the mortgagor's, the said Josephine H. Lawrence, property, arises from the fact that the surveyor began his measurements from the extreme north side of the northwest quarter of said section 7, which is now the middle of a public highway, U. S. 73 east, whereas the plain intention of the grantors of the various deeds in the line of title down to Elizabeth Edna Birch and Buelah May Kennedy was that the point of beginning should be at the south edge of said highway or 33 1/2 feet more or less south of the original north line of said section 7, because the deeds specifically designated certain corners of the said tracts as being at stakes which said stakes are still in existence, the southeast stake of the description in the Kennedy tract being 330.5 feet more or less south of the north line of said section 7 before any highway was opened through it, and the southwest stake of the Kennedy tract being 330.5