

wherein August J. Koehler is grantor, and The Topeka Mortgage & Investment Company are grantees, and dated the 22nd day of November, 1927, a copy of which is recorded in volume 75 page 149 in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied; in consideration of which said mortgage is hereby released.

Witness:

The Topeka Mortgage & Investment Co.

By F. C. Poole
Sec'y-Treas.

Corp. Seal

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on the 8th day of July A. D. 1932 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F. C. Poole, Sec'y-Treas. 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 notarial seal the day and year last above written.

Legal Seal
My Com. Exp. Nov. 14, 1932

Oecil Humphries -----

Recorded July 8, A. D. 1932 at 2:35 P. M.

E. J. Cantelero Register of Deeds

KANSAS MORTGAGE

Reg. No. *177*
Fee Paid *12.60*

THIS MORTGAGE, made this Twenty Ninth day of June, in the year of Our Lord One Thousand Nine Hundred and thirty two by and between Charles B. Russell and Leleta J. Russell his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, organized and existing under the laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of the second part;

WITNESSETH, That said parties of the first part, for and in consideration of Five Thousand (\$5,000.00) 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 its successors and assigns forever, all of the following described tract, piece and parcel of land and improvements thereon, including all heating, lighting, plumbing and water supply apparatus and fixtures, and door and window screens, and all elevators, and sprinkling systems, and awnings, now or that may hereafter be placed in and upon said premises, lying and situated in the County of Douglas and State of Kansas, to-wit:

The West Half (½) of Lot Numbered Six (6) in Moreland Place, in the City of Lawrence.

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 its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said party of the second part has executed and delivered to the said Charles B. Russell its certain policy of life insurance, bearing registered date July 1, 1932 and numbered 8862199 agreeing to pay to the beneficiary therein named upon receipt of due proof of the death of the insured Charles B. Russell provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, the sum of Five Thousand (\$5,000.00) DOLLARS, in accordance with the terms and conditions of said policy, and

WHEREAS, said Charles B. Russell and Leleta J. Russell have also borrowed from the said party of the second part the sum of Five Thousand (\$5,000.00) DOLLARS, gold coin of the United States of America of the present standard of weight and fineness, secured to be paid, together with the premiums on said policy of insurance, by a certain Note or Obligation, bearing even date herewith, promising the payment thereof, at the principal office of the said party of the second part in the City of New York, in one hundred and twenty equal monthly instalments, in advance, on the first day of each successive calendar month commencing on the first day of July, 1932, each of the sum of Eighty Five and 98/100 (\$85.98) DOLLARS, each such instalment, except the first which does not include interest, including:

- A payment on account of the principal of said loan.
 - Interest at the rate of six per centum per annum, duly discounted, on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly instalments; and
 - The monthly premium on said policy of life insurance computed at the said party of the second part's adopted rates for fractional premiums.
- And until the date on which the regular monthly instalments begin to be payable promising further the payment of the interest on said principal sum and the monthly premiums on said policy of life insurance in thirty-five monthly instalments of \$ each commencing on the first day of 19, and one month's interest in the sum of \$ on the first day of 19, with the first regular monthly instalment which does not include interest.

It being in said note expressly agreed that the whole of said principal sum, or the balance thereof from time to time outstanding, shall become due after default in the payment of any one of said instalments, or of the taxes, assessments or water rates as hereinafter provided, anything therein contained to the contrary notwithstanding.

WHEREAS, said parties of the first part do for their heirs, representatives, vendees and assigns, the owners of said lands, hereby expressly covenant, agree and stipulate to and with said other party to this instrument, and its successors, vendees and assigns:

FIRST. That the lien created by this instrument is a first and prior lien and encumbrance on the above described land and improvements;