

MORTGAGE RECORD No. 79

FILED
In the
County of
Douglas
State of
Kansas
Feb 9 1934
J. J. Smith
Register of Deeds

119

If foreclosure proceedings of any second mortgage or second trust deed or junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secured, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

If any of said sums of money herein referred to be not promptly and fully paid within ninety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covenants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Corporation, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of One thousand one hundred fifty-one and 24/100 DOLLARS was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively. And the said Mortgagors for said consideration do hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas.

In testimony whereof the said Mortgagors have hereunto subscribed their names on the day and year first above mentioned.

Willis L. Smith
Janie Smith

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 9th day of February, A. D. Nineteen Hundred and thirty four before me, the undersigned, a Notary Public in and for said County and State, came Willis L. Smith and Janie Smith, husband and wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal
My Commission expires March 22, 1934.

T. J. Sweeney Jr.
Notary Public.
Douglas County, Kansas

Recorded Feb. 9, A. D. 1934 at 3:45 P. M.

E. J. Smith Register of Deeds

ASSIGNMENT

Know all Men by the presents that The Lawrence National Bank, a corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America, and having its principal place of business at Lawrence, Kansas, for value received, does hereby sell, transfer and assign to Magdalene Hertler, all its right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by John F. McKinzie and wife to The Lawrence National Bank, which mortgage is recorded in Book 56 of Mortgages, Page 109, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, the said The Lawrence National Bank, has caused this instrument to be executed by its Vice President, attested by its Cashier, and its corporate seal to be affixed this the 5th day of November 1933.

Corp. Seal
Attest:
Geo. W. Kuhne
Cashier.

The Lawrence National Bank
By I. J. Menke
Vice President.

State of Kansas)
Douglas County) ss.

Be it Remembered that on this 15 day of November A. D. 1933, before me, W. A. Schaal, a Notary Public, in and for said county and state came I. J. Menke, to me known to be the Vice President of The Lawrence National Bank, a corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America and having its principal place of business at Lawrence, Kansas and Geo. W. Kuhne, to me known to be the Cashier of said corporation, each of whom duly acknowledged that he executed the foregoing instrument of writing in his official capacity and as the act and deed of said corporation and for the purpose therein stated.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

Legal Seal
My Commission expires April 25, 1935.

W. A. Schaal
Notary Public.

Recorded Feb. 10, A. D. 1934 at 8:40 A. M.

E. J. Smith Register of Deeds

RELEASE
The amount claimed by this mortgage has been paid in full, and the same is hereby cancelled, this 5 day of May, 1944.
Jesse Currier, Esq., Attorney
By B. Harman, Esq., Attorney
Chas. P. Smith