

MORTGAGE RECORD No. 79

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, George Dooking, Cashier of The First National Bank of Lawrence, Kansas, of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated September 8, 1932, made and executed by Alario G. Alrich and Helen M. Alrich, his wife, of the first part, to The First National Bank of Lawrence, Kansas, of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 76, page 512, on the first day of October A. D. 1932, is as to

The North One-half (½) of Lot Forty (40) on Massachusetts Street, in the City of Lawrence, Kansas.

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described. Witness my hand this 20th day of April A. D. 1934.

Corp. Seal

George Dooking Cashier,
THE FIRST NATIONAL BANK of Lawrence,
Kansas.

STATE OF KANSAS, }
Douglas County, } ss.

BE IT REMEMBERED, That on this 20th day of April A. D. 1934, before me, Leona R. Pippert, a Notary Public in and for said County and State, came George Dooking, Cashier of The First National Bank, of Lawrence, Kansas, to me personally known to be the same person who executed the within 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 of the day and year last above written.

Legal Seal
My Commission Expires January 14, 1935.

Leona R. Pippert
Notary Public.

Recorded April 20th, A. D. 1934 at 3:25 P. M.

Edw. J. Armstrong - Register of Deeds

MORTGAGE

Loan No. 14A-1360
Application No. 14 A Douglas 10

THIS INDENTURE, Made this 12th day of April, A. D. Nineteen Hundred and Thirty four, by and between Florence H. Alford and Fred G. Alford, wife and husband in the County of Douglas, and State of Kansas, parties of the first part, and the Home Owners' Loan Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One thousand one hundred sixty-one and 03/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its successors and assigns forever, all of the following-described real estate, lying and situate in the County of Douglas, and State of Kansas, to-wit:

The South Five (5) feet of the East Half (½) of Lot Number One hundred Thirty-six (136) and the North Forty (40) feet of the East One-half (½) of Lot Number One hundred thirty-eight (138) all on Kentucky Street, in the city of Lawrence,

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever:

PROVIDED, HOWEVER, That if the said parties of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the sum of money hereinafter stated and as herein provided according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Mortgagors and payable at the office of said Corporation in Washington, D. C., which note represents a just indebtedness and actual loan from said Corporation to said Mortgagors and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of the said Mortgagors, otherwise to remain in full force and effect.

The said obligors, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree:

Whenever there is a reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

For value received and the consideration of aforesaid, the Mortgagors herein hereby obligate themselves to pay to the Corporation at its office in Washington, D. C., or to its successors or assigns, the principal sum of \$1161.03, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$9.18 monthly, from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of \$4.84 monthly from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of his note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be \$10.74 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is further agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety (90) days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property and deliver the official receipts therefor to the Corporation, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 20 day of May, 1943.
Home Owners' Loan Corporation
By: J. C. Montgomery
for J. C. Montgomery Treasurer
(Copied)
Edward J. Black
Reg. of Deeds