

MORTGAGE RECORD No. 79

RELEASE.

KNOW ALL MEN BY THESE PRESENTS:

That the debt secured by mortgage upon the following described real property situated in Douglas County, in the State of Kansas, to-wit:

The west sixty acres of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-Six (36) in Township Thirteen (13) of Range Nineteen (19)

wherein Samuel G. Clark and Sybella M. Clark mortgagor(s), and Wilder S. Metcalf mortgagee(s), dated the 30th day of March, 1930, given to secure the payment of Three Thousand Dollars, a record of which is shown in Mortgage Record Book 40, Page 160, in the office of the Register of Deeds of Douglas County, State of Kansas, and assigned to Margaretta W. Parkinson, has been fully satisfied, in consideration of which said mortgage is hereby released this 30 day of June, 1934.

Corp Seal

THE CITIZENS NATIONAL BANK OF Washington Pa.
(Correct name of Corporation)
Trustee Of The Estate Of Margaretta E. Parkinson,
Deceased.

By Jno. F. McClay Cashier

STATE OF PENNSYLVANIA, COUNTY OF WASHINGTON, SS:

BE IT REMEMBERED that on this 5th day of November, 1934, before me the undersigned, a Notary Public, in and for said County and State, came Jno. F. McClay known to me to be the Cashier of the said The Citizens National Bank of Washington who is personally known to me to be the same person who executed the foregoing Satisfaction of Mortgage, and such person duly acknowledged the execution of the same to be the act and deed of such corporation duly authorized by resolution of its Board of Directors, for the uses and purposes therein set forth.

Legal Seal

My Commission expires Mar. 6, 1935.

Carrie L. Hector Notary Public.

Recorded Nov. 22nd, A.D. 1934 at 9:10 A.M.

Chas. E. Constance Register of Deeds.

MORTGAGE.

THIS INDENTURE, Made this 23rd day of November in the year of our Lord one thousand nine hundred and thirty four, between B. F. Bowers and Carrie Sheldon Bowers, his wife of Ottawa, in the County of Franklin and State of Kansas Parties of the first part, and Anna Lister party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$4000.00 Four Thousand Dollars, 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 her heirs 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:

Southeast quarter of Section 17, Township 15, Range 19.

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$---Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$4000.00 Four Thousand ---Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 24th day of November 1939, to the order of said second party

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof; and it shall be lawful for the said party of the second part her executors, administrators and assigns, at any time thereafter, to take possession of the said premises, and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs 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 the said first parties or their heirs and assigns.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

B. F. Bowers (Seal)

Carrie Sheldon Bowers (Seal)

State of Kansas, Franklin County, SS.

Be It Remembered, That on this 23 day of November A.D., 1984, before me, a Notary Public in and for said County and State, came R.P. Bowers and Carrie Sheldon Bowers, his wife, to me personally known to be the same persons who executed the foregoing instrument, 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.

Legal Seal

Commission expires Nov. 23 , 1936.

Maryellen Weaver, Notary Public.

Recorded Nov. 26th, A.D. 1934 at 10:00 A.M.

Osborne & Co. Register of Deeds.

The \$1000 Mortgage having been paid in full, it is hereby released on this 31st day of June, 1943

Anna Lester

This release was written on the original mortgage entered late 3 day at June 1945 1945