

# MORTGAGE RECORD No. 79

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money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said 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 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.

Corp. Seal

XI Chapter of Sigma Kappa, a Corporation  
By Ruth Beaty President.

Suel Whitzel, Secretary.

STATE OF KANSAS DOUGLAS COUNTY, KS.

BE IT REMEMBERED, That on this 19th day of December A. D. 1934, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ruth Beaty as President, and Suel Whitzel, as Secretary of XI Chapter of Sigma Kappa, a Corporation, to me personally known to be such officers and the same persons who executed the foregoing instrument on behalf of said corporation, and they duly acknowledged the execution of the same as their free act and deed and as such officers, and the free act and deed of said corporation.

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

Legal Seal

Commission expires Aug. 1, 1938

Karl Kloor: Notary Public

Recorded Dec. 21, A. D. 1934 at 10:30 A. M.

*Edna E. Connelley* Register of Deeds

## RELEASE

IN THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS.

THE BANK OF PERRY, A CORPORATION,

Plaintiff

VS.

No. 15285

F. G. FITZPATRICK AND KIRK  
FITZPATRICK

Defendants.

## RELEASE

In consideration of the payment of one dollar to it, receipt of which is hereby acknowledged, the Bank of Perry, plaintiff in the above entitled matter does hereby release its judgment therein, insofar as the same affects the title to the following described real property to wit:

Lots 92, 94, 96, 98, 100, 151, 152 and 153, in block  
53 West Lawrence, Douglas County, Kansas,

it being understood that the judgment held by said plaintiff against said defendants in the above entitled matter and any lien on property of said defendants, inuring to the plaintiff by reason of said judgment, are not affected in any way by this release, except as to any present lien against the real property, hereinbefore described.

In witness whereof the Bank of Perry, a corporation, has hereunto affixed its signature by that of its President and its Cashier, they being duly authorized so to do, and has affixed its corporate seal.

The Bank of Perry

Attest: A. C. Blawick  
Cashier

By: V. C. Raines  
President

Corp. Seal

Recorded Dec. 22, A. D. 1934 at 3:10 P. M.

*Edna E. Connelley* Register of Deeds

## RELEASE DEED

WHEREAS, C. C. Gerstenberger and Viola V. Gerstenberger, his wife, by their certain mortgage dated December 1, 1923, recorded in Book 65 at page 82 of the mortgage records of Douglas County, Kansas, conveyed and mortgaged unto Kansas City Joint Stock Land Bank of Kansas City, Missouri, certain real estate therein described located in Douglas County, State of Kansas, to secure the sum of \$8,000.00 and

*The Contract Secured by this mortgage has been paid in full and the same is hereby cancelled this day of March 1935 by the United Trust Company.*

This Release was written on the original Notary record this 11th day of March 1935  
Edna E. Connelley  
Reg. of Deeds