

MORTGAGE RECORD No. 79

Receiving No. 1956

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by Mortgage upon the following-described real property, situated in ----- in Douglas County, in the State of Kansas, to wit:

The South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seventeen (17), Township Fifteen (15), Range Twenty (20), containing 80 acres, more or less, East of the Sixth Principal Meridian, in Douglas County, Kansas

wherein R. G. McConnell and Lelah McConnell are grators and W. W. Hooper are grantees, and dated July 21, 1930, a copy of which is recorded in Volume 59, page 207, 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: Mrs. George P. Sweeney

W. W. Hooper

State of CALIFORNIA, Los Angeles County, ss.

BE IT REMEMBERED, That on this 20th day of January, A. D. 1936 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. W. Hooper 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 as the act and deed of said Corporation.

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

Leo C. Lowe, Notary Public.
In and for the County of Los Angeles, State
of California

(SEAL) My Commission Expires June 16, 1937

Recorded February 17, 1936 at 10:00 A.M.

Karold A. Beck Register of Deeds.

M O R T G A G E

THIS INDENTURE, Made this 21st day of February in the year of our Lord one thousand nine hundred thirty-six, between KENNETH H. CLARK in the County of DOUGLAS and State of Kansas, of the first part, and MOTOR CLUB INVESTMENT CORPORATION (a Kansas Corporation) of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of TWO THOUSAND - \$2,000 DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said party of the second part, its 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:

Lot No. Seven (7), Block No. Eleven (11) in Lane's second addition to the City of Lawrence, known as 919 Indiana Street.

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Kenneth H. Clark does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Two Thousand DOLLARS, according to the terms of a certain promissory note this day executed by the said party of the first part to the said party of the second part; said note being given for the sum of Two Thousand -- DOLLARS, dated February 21, 1936, due and payable in one year from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agrees to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Three Thousand -- DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principle of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part and it shall be lawful for the party of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, 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 party of the first part, his heirs or assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal, the day and year first above written.

Kenneth H. Clark

STATE OF Missouri, Jackson County, ss.

BE IT REMEMBERED, That on this 27 day of February, AD. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kenneth H. Clark, to me personally known to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

(SEAL) (My commission expires June 4, 1939)

Grace Corcoran
Notary Public

Recorded February 28, 1936 at 11:00 A.M.

Karold A. Beck Register of Deeds.

Reg. No. 499 J
Fee Paid \$5.00-

to assign in
book 74 Reg 597

This mortgage
was recorded
secretly
initials pay
to the
to the

1936
August 31st

to the
to the

to the
to the

to the
to the

to the
to the

to the
to the

to the
to the

to the
to the