

MORTGAGE RECORD No. 79

Receiving No. 2023 -

RELEASE OF MORTGAGE

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, the principal office of which is located at 300 Broadway, Newark, New Jersey, hereby certifies that it has received full payment of all sums due on a certain mortgage, dated the twenty-ninth day of September, A.D. 1909, executed by William B. Long and Lucinda Long, his wife, and recorded in book 47 at page 421, of the record of mortgages in the County of Douglas, and State of Kansas, or on the notes therein mentioned and described; and does hereby acknowledge full satisfaction of said mortgage to the intent that the same may be discharged of record. This release is given in lieu of satisfaction endorsed on original mortgage, November 16th, 1910.

IN WITNESS WHEREOF, the said Company has caused this instrument to be signed by its Vice President, and its corporate seal to be affixed, this eighteenth day of February, A.D. 1936.

(CORP. SEAL)

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY.
By Herman G. Hornfeck Vice President.

State of New Jersey,
County of Essex,) ss.

On this eighteenth day of February, A. D. 1936, before me, a Notary Public in and for said County personally appeared Herman G. Hornfeck, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as Vice President of The Mutual Benefit Life Insurance Company, the grantor therein named, and acknowledged that he signed the same as the voluntary act and deed of the said Company, and caused its corporate seal to be affixed thereto by its direction.

Witness my hand and official seal the day and year last above written.

(SEAL) MY COMMISSION EXPIRES MARCH 20, 1939.

Gustav A. Hornfeck
Notary Public in New Jersey

March 4, 1936 at 11:45 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 2023 -

MORTGAGE

THIS MORTGAGE, made the third day of March, A.D. 1936, Between HUBERT M. LEUP, a single man, of the County of Douglas, and State of Kansas, party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part,

WITNESSETH: That whereas the said party of the first part is justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of THREE THOUSAND FIVE HUNDRED & NO/100 DOLLARS, to secure the payment of which he has executed his promissory note, of even date herewith, payable on the seventh day of March, A.D. 1943, being principal note, which note bears interest from March 7, 1936, at the rate of four and one-half per cent. per annum, payable semi-annually.

Said note provides that both principal and interest bear interest after maturity or upon any default in payment of interest at the rate of ten (10) per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions stipulations and agreements herein contained, does by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-one (31), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing one hundred sixty (160) acres, more or less.

And the said party of the first part expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the party of the first part will pay such taxes or assessments when the same become due and payable; and that he will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. And the said party of the first part further agree to keep the buildings and other improvements, on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole or said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

Reg. No. 507
Fee paid \$8.75

For Return See Book 54, Page 349