

MORTGAGE RECORD No. 79

Receiving No. 2341 -

PARTIAL RELEASE

Know All Men By These Presents, That the Aetna Building and Loan Association, mentioned in a certain mortgage dated April 20th, 1933, and which mortgage is recorded in book 77, Page 637 of the records of Douglas County, State of Kansas, wherein Marguerite Swartz & Charles C. Swartz, her husband and Selon Thacher Emory and Gladys Emory, his wife are mortgagors, does hereby release of and from said mortgage lien, the following described property, to-wit:

Commencing Two Hundred Thirty (230) feet West of a point on the west line of Ohio Street, in the City of Lawrence, Douglas County, Kansas; said point being on the line produced South from the original town and being One Hundred Eighty-eight (188) feet North of the South line of Section Thirty-one (31), Township Twelve (12), Range Twenty (20), thence West Eighty-one (81) feet to the West line of Section Thirty-one (31), thence South Sixty-two & two-thirds (62-2/3) feet, thence East Eighty-one (81) feet; thence North Sixty-two & two-thirds (62-2/3) feet to the place of beginning, all in the City of Lawrence.

This release in no wise to affect the remainder of said property, mentioned and described in said real estate mortgage.

Dated at Topeka, Kansas, this 2nd. day of May 1936.

THE AETNA BUILDING AND LOAN ASSOCIATION
By: J. M. Thompson, V-President.

(CORP. SEAL)

ATTEST: J. E. Morgan, Ass't. Secretary.

State of Kansas, Shawnee County, ss:

Before me, a Notary Public in and for said County and State, on this 2nd. day of May 1936, personally appeared J. M. Thompson, Vice-President of THE AETNA BUILDING AND LOAN ASSOCIATION, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Frank J. Cronin
Notary Public

(SEAL) My term expires Sept. 4, 1936.

Recorded May 18, 1936 at 11:50 A.M.

Harold A. Bick Register of Deeds.

Reg. No. 613
Fee Paid \$3.75

Receiving No. 2365 -

MORTGAGE

THIS MORTGAGE, Made the first day of March, A.D. 1936, Between WILLIAM B. KIRBY and DORIS L. KIRBY, his wife, of the County of Douglas, and State of Kansas, parties 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 parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of ONE THOUSAND FIVE HUNDRED & NO/100 - - - DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the first day of March, A. D. 1943, being principal note, which note bears interest from March 1, 1936, at the rate of five 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 parties 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, do 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 West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-three (33), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing forty (40) acres, more or less, and also beginning at the northwest corner of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty-three (33), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, thence west twenty (20) feet, thence south twenty (20) feet, thence east twenty (20) feet, thence north twenty (20) feet to the place of beginning.

And the said parties of the first part expressly agree 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 agree 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 parties of the first part will pay such taxes or assessments when the same become due and payable; and that they 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. The said parties 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 of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties heretofore 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 parties 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

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled. Dated at Topeka, Kansas, 1944
The Prudential Insurance Company of America
(Corp. Seal)
By J. A. Connelley, Vice President
Attest: J. E. Morgan, Assistant Secretary

This release was recorded with the original mortgage
J. E. Morgan
J. A. Connelley
J. E. Morgan