

shall be paid by the party making such sale, on demand to said party of the first part, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorney's fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set their hands

Alice L. Horton  
Myron W. Horton

STATE OF KANSAS, )  
Shawnee County, ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of Aug. 1936, personally appeared Alice L. Horton and Myron W. Horton, her husband to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS, my hand and official seal the day and year above set forth.

(SEAL) My Commission Expires 22nd Sept. 1936.

H. C. Brownell  
Notary Public.

Recorded September 24, 1936 at 9:40 A.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 3051 ~

#### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of THIRTY FOUR HUNDRED and No/100 - - DOLLARS, The Mortgage of \$3,400.00, given by Charles J. Custard and Bess Custard, his wife to THE PIONEER MORTGAGE COMPANY, dated 27th day of February, 1926, and recorded in Vol. 67 at page 306 of the records of Douglas County, Kansas, upon which there has now been advanced and now remains owing and unpaid the principal sum of \$3,400.00, is hereby assigns, together with the note and all securities thereto, to Louise M. Sloo of Topeka P.O., State of Kansas

Dated March 30th 1926

Attest: Arch. M. Catlin Secretary. (CORP. SEAL)

THE PIONEER MORTGAGE COMPANY,  
By J. B. Sleeper Vice-President.

STATE OF KANSAS, COUNTY OF SHAWNEE, ss.

Be It Remembered, That on this 30 day of March, 1926, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared J. B. Sleeper, 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.

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

(SEAL) My commission expires February 16th, 1929.

J. E. Rosebrough  
Notary Public.

Recorded September 24, 1936 at 10:05 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 3074 ~

#### RELEASE OF RENT ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by one certain mortgage made by Marguerite Swartz & Charles E. Swartz, her husband & Solon Thacher Emery & Gladys Emery, his wife to THE AETNA BUILDING & LOAN ASSOCIATION, of Topeka, Kansas, the rent assignment given by said above mentioned mortgagors, dated April 20, 1933 and which is recorded in Book No. 130, page No. 611, of the records of Douglas County, State of Kansas, is hereby released, Commencing on the West line of Ohio Street in the City of Lawrence, Douglas County, Kansas, produced South from the Original town to a point 188' North of the South line of Sec. 31, Twp. 12, Range 20, thence South on said West line of Ohio Street produced 125-1/3', thence West 125', thence North 62-2/3', thence West 125', thence North 62-2/3', thence West 186' to the West line of Sec. 31, thence North 62-2/3', thence East 311' to place of beginning in the City of Lawrence, Douglas County, Kansas.

Lot 1 of the NE 1/4 of Sec. 4; Lot 2 of the NW 1/4 of Sec. 4; Lots 3, 4, 5, 6, 7, & 8 in the S 1/2 of Sec. 4; the West 1/4 acres of Lot 6 in the SW 1/4 of Sec. 3; the East 1/2 of the NW 1/4 of Sec. 9, less the railroad-right-of-way, and less the land described in deed recorded in Book 96, Page 351 of the records of Douglas County, Kansas; the NE 1/4 of Sec. 9, and the NW 1/4 of Sec. 10; all in Twp. 12, Range 18, Douglas County, Kansas.

(CORP. SEAL)

Attest: Geo. F. Richardson, Asst. Secretary.

THE AETNA BUILDING & LOAN ASSOCIATION  
By J. M. Thompson, Vice-President.

STATE OF KANSAS )  
COUNTY OF SHAWNEE ) ss.

Before me, a notary public in and for said county and state, on this 1st day of Sept. 1936, personally appeared J. M. Thompson Vice-President of THE AETNA BUILDING AND LOAN ASSOCIATION, and also appeared Geo. F. Richardson Asst. Secretary of said association, to me known to be the identical persons

*The General assigned to the mortgage from the first part, and the same is hereby cancelled this 25th day of August, 1936*  
*The Pioneer Mortgage Company,*  
*By J. B. Sleeper, Secretary and Treasurer*

THE PIONEER MORTGAGE COMPANY  
Notary Public  
My Commission Expires  
22nd Sept. 1936  
H. C. Brownell