

DOUGLAS COUNTY

November 22nd, 1926 made and executed by Mrs. Roseleathe H. Marvin of the first part to The Merchants Loan and Savings Bank of the second part and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas in volume 66 page 467 on the first day of December, A.D. 1924, which said mortgage was released of record on the 23rd day of October, 1936 by The First Savings Bank of Lawrence, Kansas;

And we do further release and waive any priority that we may have by virtue of a mortgage dated October 1st, 1936 made and executed by Daisy Leona Harrison and Carl E. Harrison, her husband, Donald R. Harrison and Helen Harrison, his wife, Paul L. Harrison and Lucile Harrison, his wife, of the first part to The First National Bank of Lawrence, Douglas County, Kansas, of the second part, and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas in Volume 80, page 321 which replaced the last described mortgage; and we hereby agree that any lien which we may have is subject and inferior to the said easement,

This release is given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgages, but shall only be construed as a release from the lien of said mortgages and a waiver of the priority as to the easement above described.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf by its Vice-President, thereunto duly authorized so to do, and has caused its common seal to be hereunto affixed, this 29th day of March, A.D., 1937

(CORP. SEAL)
STATE OF KANSAS)
DOUGLAS COUNTY) ss

THE FIRST NATIONAL BANK of Lawrence, Kansas
BY P. C. Whipple Vice-President.

BE IT REMEMBERED, That on this 29th day of March A.D. 1937 before me, the undersigned, a notary public in and for the County and State aforesaid, came F. C. Whipple Vice-President of The First National Bank of Lawrence, a corporation duly organized, incorporated and existing under and by virtue of the laws of U.S.A., who is personally known to me to be such officer, and who is personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be 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.

(SEAL) My commission expires Jan. 14, 1939.

Leona R. Pippert
Notary Public

Recorded March 31, 1937 at 11:45 A.M.

Harold A. Rief Register of Deeds.

Reg. No. 1022 Receiving No. 4105 ~
Fee Paid \$4.50

MORTGAGE

THIS INDENTURE, Made this 1st day of March A.D. 1937, by and between Arthur E. Holcomb and Nellie Holcomb, his wife of the County of Douglas and State of Kansas, party of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of - - - - ONE THOUSAND EIGHT HUNDRED AND NO/100 - - - DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Beginning at the Southeast corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fifteen, (15), Township Thirteen (13), Range Nineteen (19); thence North 203 feet to the center of Wakarusa Creek; thence along said center of said creek South 65 degrees West 256.3 feet; thence North 69 degrees 45' West 363.6 feet; thence North 10 degrees 4' West, 171.8 feet; North 38 degrees 25' East 100 feet North 5 degrees 28' West 171.8 feet; South 83 degrees 34' West 310 $\frac{1}{2}$ feet; North 72 degrees 29' West 298 $\frac{1}{2}$ feet; North 28 degrees 43' West 242 feet; South 870 feet to the Southwest corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section; thence East 80 rods to the place of beginning, containing, 14.75 acres, more or less, and the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Fifteen (15), Township Thirteen (13) Range Nineteen (19), all in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Fifteen (15), Township Thirteen (13), Range Nineteen (19), lying South of the center of channel of Wakarusa Creek, containing in all 64.75 acres, more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the party of the first part is justly indebted to the party of the second part in the sum of - - - ONE THOUSAND EIGHT HUNDRED AND NO/100 - - - DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of five per cent per annum, payable on the first day of March and September in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE PIONEER MORTGAGE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$1,500.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insur-

Tolson mortgage for 1937