

## DOUGLAS COUNTY

future default hereunder, but said mortgagee may without notice, at any time after a default as aforesaid, or a breach or violation of any of the covenants or agreements herein, immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same, to receive and collect the profits, rents, issues and royalties thereof, under the direction of the Court, and any amount so collected by said Receiver shall be applied under the direction of the Court to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage. In case of foreclosure, the judgment rendered shall provide that all of said real estate shall be sold together and not in parcels. Appraisal waived.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands, the day and year first above written.

Evan G. Griffith  
Kathryn M. Griffith

STATE OF KANSAS, )  
County of Douglas ) ss.

On this 30th day of March A.D. 1937, before me, a Notary Public, in and for said County, personally appeared Evan G. Griffith and Kathryn M. Griffith, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

Frank Fox  
Notary Public

(SEAL) My commission expires July 7, 1940

Recorded April 2, 1937 at 1:20 P.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 4153

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, Douglas County, ss:

KNOW ALL MEN BY THESE PRESENTS, That I, Inez E. Brokaw of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated November 28, 1935, made and executed by John W. Brand and Catharine S. Brand, his wife, of the first part, to Inez E. Brokaw 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 181, on the 28th day of November A. D. 1935 is as to All that part of Lot #3 Colonial Court West Hills lying West of Colonial Court Drive; Also the North 30 feet of that part of Lot #3 Colonial Court West Hills lying East of Colonial Court Drive:

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED, This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 7th day of April A.D. 1937

Inez E. Brokaw

STATE OF KANSAS, )  
Douglas County, ) ss.

BE IT REMEMBERED, That on this 7th day of April A.D. 1937 before me, John W. Brand, a Notary Public in and for said County and State, came Inez E. Brokaw to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal of the day and year last above written.

John W. Brand  
Notary Public.

(SEAL) My commission Expires July 25, 1939

Recorded April 8, 1937 at 9:30 A.M.

*Harold A. Beck*

Register of Deeds.

Reg. No. 1036  
Fee Paid \$7.50

Receiving No. 4164

MORTGAGE

THIS MORTGAGE, made the 9th day of April, A.D. 1937, Between EDWIN O. STENE, and JESSIE A. STENE, his wife, of the City of Lawrence, in 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 and State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of THREE THOUSAND AND NO/100 - DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of - - THREE THOUSAND AND NO/100 - - DOLLARS, with interest from date at the rate of 5 1/2 per cent per annum, payable monthly; being an instalment note by the terms of which the said parties of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of FIFTEEN AND NO/100 - - DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each instalment of principal at the rate of 5 1/2 per centum per annum on the balance of principal of said remaining unpaid on the said first day of each month, and to pay the balance of principal of said note on the first day of December, 1953.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of 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 City of Lawrence in the County of Douglas and State of Kansas, to wit:

Beginning at the Southwest corner of the Southwest Quarter of Section 'hirty-one (31), Township Twelve (12), Range Twenty (20), in the City of Lawrence; thence North Sixty-two and two-thirds (62-2/3) feet; thence East One Hundred Ten (110) feet; thence South Sixty-two and two-thirds