

MORTGAGE RECORD 83

Receiving No. 4339

MORTGAGE RELEASE

WHEREAS, Jerry Lyons and Ora Lyons, his wife, by their certain mortgage dated May 1, 1922, recorded in Book 62 at page 395 of the mortgage records of Douglas County, Kansas, conveyed and mortgaged unto The Liberty Joint Stock Land Bank, of Kansas City, Missouri certain real estate therein described located in Douglas County, State of Kansas, to secure the sum of \$20,000.00 and

WHEREAS, on May 18, 1922, pursuant to an order and resolution of the Federal Farm Loan Board, the name of The Liberty Joint Stock Land Bank of Kansas City, Missouri, was duly and legally changed to Kansas City Joint Stock Land Bank of Kansas City, Missouri, and

WHEREAS, H.M. Langworthy was duly and regularly appointed Receiver of said Kansas City Joint Stock Land Bank of Kansas City, Missouri, by the Federal Farm Loan Board on February, 8, 1928, effective at the close of February 15, 1928, and

WHEREAS, H.M. Langworthy, Receiver of the Kansas City Joint Stock Land Bank of Kansas City, Missouri, by and with the approval of the Federal Farm Loan Board, duly and regularly assigned said mortgage to Phoenix Joint Stock Land Bank of Kansas City by written instrument of assignment dated as at the beginning of July 1, 1931, and

WHEREAS, said note and mortgage have been fully paid and said Jerry Lyons and Ora Lyons, his wife, are entitled to a full release of said mortgage,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Phoenix Joint Stock Land Bank of Kansas City does hereby acknowledge full satisfaction of said mortgage and does hereby release the above mentioned real estate from the lien of said mortgage.

IN WITNESS WHEREOF, the said Phoenix Joint Stock Land Bank of Kansas City has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereunto affixed this 13th day of May, 1937.

PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY

By John T. Barnes

Vice President

(CORP SEAL)

Attest : G.O. McCollom Assistant Secretary

STATE OF MISSOURI)
COUNTY OF JACKSON) SS

BE IT REMEMBERED, That on this 13th day of May, 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John T. Barnes, Vice President of Phoenix Joint Stock Land Bank of Kansas City and G. O. McCollom, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed the within instrument of writing as Vice President and Assistant Secretary, respectively; and the said John T. Barnes as Vice President of said corporation, duly acknowledged the execution of the same as Vice President of said corporation, and acknowledged the same to be the act of the corporation; and G.O. McCollom, Assistant Secretary of the said corporation, duly acknowledged the attestation of the same as such Assistant Secretary for and on behalf of said corporation, and that she affixed thereto the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Geo. W. Carter

(SEAL) My Commission expires May 25, 1940

Notary Public in and for said County and State

Recorded May 17, 1937 at 10:55 A.M.

Harold A. Buck Register of Deeds.

Receiving 4340

MORTGAGE

THIS INSTRUMENT Made this 14th day of May in the year of our Lord nineteen hundred and thirty-seven by and between Gertrude Stoneback and H. H. Stoneback, her husband, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWENTY THOUSAND 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:

South Half of Section Nine (9), (less right-of-way of Leavenworth, Lawrence & Galveston Railroad as constructed), also Northeast Quarter of Section Sixteen (16) (less that part lying South of the center of Channel of Wakarusa Creek), also Northwest Quarter of Section Sixteen (16) (less ten (10) acres in the Southwest corner thereof) described as follows: commencing at the Southwest corner of the Northwest Quarter of Section Sixteen (16), thence East forty (40) rods, thence North forty (40) rods, thence West forty (40) rods, thence South forty (40) rods to beginning; also the Northwest Quarter of Section Fifteen (15), and all that part of the Southwest Quarter of Section Fifteen (15) as lies North of the center of channel of Wakarusa Creek, all being in Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian.

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 parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 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 parties of the first part are justly indebted to the party of the second part in the sum of TWENTY THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

May 1, 1938	\$1,000.00	May 1, 1941	\$1,000.00
May 1, 1939	\$1,000.00	May 1, 1942	\$16,000.00
May 1, 1940	\$1,000.00		

to the order of the said party of the second part with interest thereon at the rate of 4 1/2 per cent per annum, payable semi-annually, on the first days of May and November in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at GUARANTY TRUST COMPANY, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

Reg. No. 1059
Reg. Fee \$50.00

*Has been mounted in Book 43 page 157
See parties' names as per page 157
In release as mtg page*