

MORTGAGE RECORD 83

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IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Carl B. Altheus
Ruth D. Altheus

STATE OF KANSAS,)
County of Douglas } ss.

BE IT REMEMBERED, That on this 12th day of October A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl B. Altheus and Ruth D. Altheus, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Arthur S. Peck
Notary Public.

(SEAL) Term expires Oct 3rd 1940

Recorded October 12, 1937 at 1:55 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5045 A

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, Douglas COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, John C. Emick, President of The Douglas County Building and Loan Association of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated September 17 1937, made and executed by L.G. Carter and his wife, Helen Carter of the first part, to The Douglas County Building and Loan Association of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 82, page 319, on the 4th day of October A.D. 1937 is as to The South Two (2) feet of the North half of Lot No. Twenty (20) in Block Four (4) Haskell Place, an Addition to the City of Lawrence, 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 11th day of October A.D. 1937.

(CORP. SEAL)

John C. Emick, President of
The Douglas County Building and
Loan Association.

STATE OF KANSAS,)
Douglas County, } ss.

Be it Remembered, That on this 11th day of October A.D. 1937 before me, Pearl Emick, a Notary Public in and for said County and State, came John C. Emick, President of The Douglas County Building and Loan Association to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same to be the act of such corporation.

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

Pearl Emick
Notary Public.

(SEAL) My Commission Expires December 31 1940

Recorded October 12, 1937 at 2:55 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5054 A

MORTGAGE

THIS INSTRUMENT, Made this 14th day of October A.D. 1937 by and between Daisy Holcomb Williams and Fred S. Williams, her husband of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand One 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, situate in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Fifteen (115) on Kentucky Street, City of Lawrence.

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 and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever. And the said parties of the first part do 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 covenants and conditions, to-wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of THREE THOUSAND ONE HUNDRED and no/100 - - Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with interest thereon from October 15, 1937 until maturity, at the rate of 5 per cent per annum, payable semi-annually on the first days of April and October 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 the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

Reg. No. 1251
Fee Paid \$7.75