

MORTGAGE RECORD 83

257

Receiving No. 5258 A

RELEASE

November 29, 1937. The mortgage assigned to me by Beaula Burke, made and executed by Charles Lewis to Wilder S. Metcalf, filed for record May 17, A.D., 1928 at 11:35 o'clock a.m., and duly recorded in Book 40 of Mortgages, at page 189; has been paid in full and for such consideration I hereby release same and the lien thereby created discharged.

As witness my hand this 29th day of November, 1937.

State of Kansas }
County of Shawnee }

R.L. Workman

Be it remembered, That on this 29th day of November, 1937, appeared before me, a Notary Public, in and for said County and State, R.L. Workman to me personally known to be the same person who executed the foregoing release and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL)

T.E. Bower
Notary Public

My commission expires April, 4 1940.

Recorded November 30, 1937 at 9:50 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 5252 A

Reg. No. 1302 ~
Fee Paid \$1.50

AGREEMENT

MEMORANDUM OF AGREEMENT, Made this 16th day of November A.D. 1935 between M.R. Gill and Blanch Gill, his wife, party of the first part and Martina Sheppard, (a widow) party of the second part.

WITNESSETH, That the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on her part to be made and performed, the said party of the first part will cause to be conveyed to the party of the second part in fee simple, clear of all incumbrances whatever (except as hereinafter mentioned) by a General Warranty Deed, and an Abstract showing a good and merchantable title to the following lot, piece or parcel of ground, situated in the County of Douglas and State of Kansas, to-wit:

Lot Number Six (6), Block Number Three (3), in Belmont Place, an Addition to the City of Lawrence, Douglas County Kansas.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Eight Hundred Fifty Dollars, in the manner following: Two Hundred Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and Six Hundred Fifty Dollars in monthly payments of Seven (\$7.00) Dollars, payable on the first day of each month until the whole principal has been paid in full. Party of the second part to be allowed to pay any additional sum at any time, deferred payments to bear six percent interest. First payment to be made on December 1, 1935, and and like amount on the first day of each month thereafter until principal has been paid in full. Interest to be calculated monthly, interest to be deducted from payment, and balance to be applied on principal.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with The Douglas County Building & Loan Ass'n, and all deferred payments (except incumbrances assumed) are to be paid through said Douglas County Building & Loan Ass'n. Possession to be given on November 18, 1935, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by her. It is understood and agreed that the first party is to pay the taxes for the year 1935 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on her part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by her on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by them sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

M.R. Gill
Blanch Gill
Martina Sheppard

State of Kansas, County of Douglas, ss:

BE IT REMEMBERED, That on this 30th day of November A.D. 1937 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M.R. Gill and wife, Blanch Gill and Martina Sheppard, a widow to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL) Term expires Dec. 31 1940

Pearl Enick
Notary Public.

\$200.00 pd. M.R. Gill 11/18/35

7.00 "	11/30/35 P.E.	7.00 pd	6/1/36 P.E.	7.00 pd	12/1/36 P.E.	7.00 pd	6/1/37 P.E.
7.00 "	1/2/36 P.E.	7.00 pd	7/2/36 P.E.	7.00 pd	1/2/37 P.E.	7.00 pd	7/5/37 P.E.
7.00 "	2/1/36 P.E.	7.00 pd	8/1/36 P.E.	7.00 pd	2/1/37 P.E.	7.00 pd	8/5/37 P.E.
7.00 "	3/2/36 P.E.	7.00 pd	9/1/36 P.E.	7.00 pd	3/1/37 P.E.	7.00 pd	9/5/37 P.E.
7.00 "	4/1/36 P.E.	7.00 pd	10/2/36 P.E.	7.00 pd	4/1/37 P.E.	7.00 pd	10/2/37 P.E.
7.00 "	5/1/36 P.E.	7.00 pd	11/2/36 P.E.	7.00 pd	5/5/37 P.E.	7.00 pd	11/2/37 D.S.

Recorded November 30, 1937 at 11:00 A.M.

Harold A. Beck Register of Deeds.