

# MORTGAGE RECORD 83

259

Receiving No. 5281 ^

## RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Friends University, a Corporation, duly organized, existing and doing business under the laws of the State of Kansas with its principal place of business at Wichita, Kansas, does hereby acknowledge full payment and satisfaction of the indebtedness secured by a certain mortgage made and executed by Alex Brent and Mary E. Brent, his wife, in favor of "The Treasurer of the Board of Directors of Friends University of Wichita, Kansas," dated January 25, 1909; recorded January 27, 1909, in Book 45 of mortgages, at page 191 in the office of the Register of Deeds of Douglas County, Kansas, the same being a mortgage securing a debt in the principal sum of \$1500.00 and conveying to the said "The Treasurer of the Board of Directors of Friends University of Wichita, Kansas," as security for said debt, the following described real property located in Douglas County, Kansas, to-wit:

The South one-half of the South one-half of the Northwest one-fourth of Section 18, Township 13, Range 19, less that portion lying East of Rock Creek about 7.14 acres; Also the North one-half of the South one-half of the Northwest one-fourth of Section 19, Township 13, Range 19, less and except the East 10 acres, containing in all 64.17 acres more or less.  
Also beginning 1200 feet South of the Northeast corner of Section 24, Township 13, Range 18; thence West 359 feet; thence South 219 feet; thence East 359 feet; thence North 219 feet to the place of beginning.

And does hereby fully release and satisfy said mortgage and does hereby request and direct the Register of Deeds of Douglas County, Kansas, to take any and all steps necessary to release and satisfy the same of record in that office.

IN WITNESS WHEREOF, The said Friends University has hereto attached its signature by that of its President and the use of its corporate seal.

(CORP. SEAL)

D. W. Binford  
President of Friends University  
a Corporation.

State of Kansas )  
Sedgwich County ) SS

BE IT REMEMBERED, That on this 14 day of October, 1937, before me, A.L. Middlebush, a Notary Public in and for the above County and State, came D. W. Binford as President of Friends University, a Kansas Corporation, personally known to me to be such person and such officer of said Corporation, and duly acknowledged the execution of the above and foregoing instrument of writing as his official act and deed, voluntarily done as the President of said Corporation.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 14 day of October, 1937.

(SEAL) My commission expires December 29 1938

A. L. Middlebush  
NOTARY PUBLIC.

Recorded December 2, 1937 at 4:30 P.M.

*Harold A. Cook* Register of Deeds.

Receiving No. 5290

Reg. No. 1307 ^  
Fee Paid \$50.00

## MORTGAGE

THIS INDENTURE, Made this sixth day of December A.D. 1937 by and between The Lawrence Sanitary Milk and Ice Cream Company of the County of Douglas and State of Kansas, party 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 party of the first part, in consideration of the sum of Twelve Thousand and no/100 DOLLARS, to it in hand paid, the receipt whereof is hereby acknowledged, does 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:

Commencing at the Southeast corner of Reserve Number Seven (7) in the City of Lawrence, thence North One Hundred Fifty feet (150'), thence West Fifty feet (50') to the place of beginning, all in the City of Lawrence, Kansas.  
Together with all equipment and machinery of every kind and nature, now or hereafter located on said premises.

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 party of the first part does hereby covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it 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 party of the first part is justly indebted to the said second party in the sum of Twelve Thousand and no/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said party of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with interest thereon from December 15, 1937 until maturity, at the rate of 5 per cent per annum, payable semi-annually on the first days of January and July 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.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$12,000.00 Fire \$12,000.00 Windstorm Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor.