

Receiving No. 5312

MORTGAGE RECORD 83

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, George Docking of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated September 9, 1937, made and executed by James C. Malin and Pearl Keene Malin, his wife, of the first part, to George Docking 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 449, on the 9th day of September A.D. 1937, is as to The West Twenty-one (21) feet of Lot Six (6) and the East Sixty-three (63) feet of Lot Seven (7) in Strong's Addition, an addition adjacent to the City of Lawrence, 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 10th day of December A.D. 1937.

George Docking

STATE OF KANSAS,
Douglas County, ss.

BE IT REMEMBERED, That on this 10th day of December, A.D. 1937, before me, Leona R. Pippert, a Notary Public in and for said County and State, came George Docking 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.

Leona R. Pippert

Notary Public.

(SEAL) My Commission Expires January 14, 1939.

Recorded December 10, 1937 at 1:20 P.M.

Register of Deeds.

Receiving No. 5313

MORTGAGE

Reg. No. 1313 ~
Fee Paid \$ 17.50

THIS MORTGAGE, made the 10th day of December, A.D. 1937 Between James C. Malin and Pearl Keene Malin, 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 Seven Thousand (\$7,000.00) -- DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of Seven Thousand (\$7,000.00) -- DOLLARS, with interest from date at the rate of five per centum 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 Thirty-five (\$35.00) -- 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 five per centum per annum on the balance of principal of said note 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 August, 1954.

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, 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:

The West Twenty One (21) feet of Lot Numbered Six (6) and the East Sixty Three (63) feet of Lot Numbered Seven (7) in Strong's Addition, an addition adjacent to the City of Lawrence, in Douglas County, Kansas.

And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of principal of said note or any instalment of interest thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said parties in payment as aforesaid; and it shall not be necessary for said party of the second part

This release was written on the original mortgage and is a true and correct copy of the original mortgage as recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 10th day of December, 1937.

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Fee Paid \$ 17.50