

DOUGLAS COUNTY

Receiving No. 6148

RELEASE OF MORTGAGE

IN CONSIDERATION of the payment of the debt named therein, the N. P. DODGE CORPORATION, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Delaware, County of Newcastle, and having its principal place of business at Omaha in the State of Nebraska, County of Douglas, hereby releases the mortgage made to them by J.E. Newman and Iona Newman, husband and wife, on the following described real estate situated in Douglas County, Kansas to-wit:

Being Lot Forty-six (46) in Fairfax Addition to Lawrence, as surveyed, platted and recorded, which is recorded in Book 75 of Real Estate Mortgages, page 340, of the record of Douglas County, Kansas.

IN TESTIMONY WHEREOF, the said N.P. DODGE CORPORATION has caused these presents to be executed by its president and its Corporate Seal to be affixed hereto this 19th day of February, 1934.

(CORP. SEAL)

N.P. DODGE CORPORATION.

By N.P. Dodge, President
Elizabeth C. Dillon, Secretary

Witness: P.L. Keller

STATE OF NEBRASKA }
Douglas County }

ss. On this 19th day of February, 1934 before me, the undersigned, a Notary Public in and for said County personally came N.P. Dodge, President of the N.P. DODGE CORPORATION, and Elizabeth C. Dillon, Secretary to me personally known to be the President and Secretary and identical persons whose names are affixed to the above release and acknowledged the execution thereof to be their voluntary act and deed as such officers, and the voluntary act and deed of the said N.P. DODGE CORPORATION.

Witness my hand and Notarial Seal at Omaha, in said County the day and year last above written.

(SEAL) My commission expires March 28, 1937.

P. L. Keller, Notary Public.

Recorded June 18, 1938 at 8:35 A.M.

Ward A. Bell

Register of Deeds.

Reg. No. 1506

Fee Paid \$3.75

Receiving No. 6152

MORTGAGE

THIS INDENTURE Made this 10th day of June in the year of our Lord nineteen hundred and Thirty-eight by and between SAMANTHA D. SUPPLEE and GEORGE B. SUPPLEE, 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 FIFTEEN HUNDRED 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:

Lots One Hundred Sixty-one (161) and One Hundred Sixty-three (163) on Rhode Island Street, less the West Fifty (50) feet thereof, in the 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, 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 FIFTEEN HUNDRED 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:

June 1 1939	\$ 50.00	June 1 1942	\$ 50.00
June 1 1940	\$ 50.00	June 1 1943	\$1300.00
June 1 1941	\$ 50.00		

to the order of the said party of the second part with interest thereon 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, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, 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.

SECOND. That the parties of the first part agree to keep all fences, building and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$2,500.00 - Fire

1,500.00 - Tornado DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

See Assignment Book 111, Page 437
4th Release on 70th page