

DOUGLAS COUNTY

The following is endorsed on the original instrument:
 The note herein described having been paid in full, this mortgage is hereby released
 and the same thereby created is hereby cancelled.
 As witness my hand this 14th day of March, 1942.
 Attest:
 (C. B. Rawie) B. D. Rawie, Notary Public

Recorded April 1, 1942
 David G. Beck
 Register of Deeds

of the second part for the sum of One Thousand DOLLARS, bearing even date herewith, payable at The Baldwin State Bank, Baldwin City, Ks. Kansas, in equal installments of Eight DOLLARS each, the first installment payable on the 5th day of February 1939, the second installment of the 5th day of March 1939 and one installment on the 5th day of each and every month thereafter in each year thereafter, until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now, if said Benjamin D. Rawie and Mabel A. Rawie shall pay or cause to be paid to said party of the second part, heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part...of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

B. D. Rawie
 Mrs. B. D. Rawie
 Mabel Rawie

STATE OF KANSAS, }
 Douglas County, } SS.

Be it Remembered, That on this 15 day of Dec A.D. 1938 before me,, a Notary Public in and for said County and State, came B.D. Rawie and Mabel Rawie husband and wife to me personally known to be the same person who executed the foregoing 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 on the day and year last above written.

W. M. Clark
 Notary Public

(SEAL) My Commission Expires May 15, 1939.

Recorded December 19, 1938 at 10:35 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 7048 ✓

(The following Assignment is endorsed on the original instrument recorded in Book 70 Page 222)

ASSIGNMENT OF MORTGAGE

For and in consideration of One Dollar and other valuable considerations to me in hand paid, the receipt whereof is hereby acknowledged, I, Chris Benander, one of the mortgagees within named, do hereby assign and transfer to Russell J. Woodward and Nettie Faye Woodward, as executors of the Estate of E. G. Woodward, deceased, their successors or assigns, the note by the foregoing mortgage secured, and do hereby assign and transfer to the said executors all my right, title and interest in the lands and tenements in said mortgage mentioned and described.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Lawrence, in the County of Douglas and State of Kansas this the 20th day of December, A.D. 1938

Chris Benander (SEAL)

STATE OF KANSAS, }
 Douglas County, } SS.

Be it Remembered, That on this 20th day of December A.D. 1938 Before me, the undersigned, a Notary Public in and for said County and State aforesaid came Chris Benander who.... personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

Olin K. Potefish

(SEAL) Notary Public, Term expires Jan. 2nd, 1941.

Recorded December 20, 1938 at 11:45 A.M.

Harold A. Beck Register of Deeds.