

DOUGLAS COUNTY

Receiving No. 7265 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by The Alumni of Kansas Chapter of Delta Upsilon, a Kansas Corporation, dated the fifteenth day of April A.D. 1930, which is recorded in Book 77 of Mortgages, page 93, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 6th day of February A.D. 1939.

(CORP. SEAL)

STATE OF KANSAS, } ss.
Douglas County, }

THE FIRST NATIONAL BANK OF LAWRENCE,
Lawrence, Kansas, as trustee,
By: F. C. Whipple
Vice President & Trust Officer

Be it Remembered, That on this 6th day of February A.D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Vice President & Trust Officer, The First National Bank of Lawrence, Lawrence, Kansas, 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.

E. B. Martin
Notary Public.

(SEAL) My Commission Expires Sept 17 1941

Recorded February 7, 1939 at 2:45 P.M.

Wanda A. Jack

Register of Deeds.

Reg. No. 1770 <

Fee Paid \$4.50

Receiving No. 7277 <

M O R T G A G E

THIS MORTGAGE, made the Twenty-fourth day of January, A.D. 1939, Between WILLIAM G. MEARS and MARY MEARS, his wife, of 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, State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS to secure the payment of which they have executed their promissory note, of even date herewith for ONE THOUSAND EIGHT HUNDRED AND NO/100 Dollars, payable in annual payments, the first payment of FIFTY AND NO/100 Dollars being payable on the First day of March, 1940, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the First day of March, 1946, which said sum of ONE THOUSAND EIGHT HUNDRED AND NO/100 Dollars bears interest at the rate set forth in said note payable semi-annually, on the first day of March and September of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or 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 office in 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 according 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 county of Douglas and State of Kansas, to wit:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth (6th) Principal Meridian, containing One Hundred Sixty (160) acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes 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 the party of the second part, or assigns, 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 any payment of said note or 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 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 thereon 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 first parties in pay-

This Release
was Written
on the Original
Mortgage,
entered
this 2nd day
of Feb.
1939.
Wanda A. Jack
Reg. of Deeds

This amount secured by this mortgage has been paid in full, and the same is hereby canceled this 24th day of February, 1941. Wanda A. Jack, Register of Deeds.