

DOUGLAS COUNTY

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT the HOME OWNERS' LOAN CORPORATION of Washington, D.C., Mortgagee named in a certain mortgage given by Saunders Smith and Hattie Smith, husband and wife, dated the 13th day of April, 1934, and recorded on the 17th day of April, 1934, in the office of the Register of Deeds, County of Douglas, State of Kansas, in book 79, at Page 196, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby release said mortgage insofar as it covers the following described property, situate in the County of Douglas and State of Kansas, to-wit:

The East One-half (E $\frac{1}{2}$) of Lots One Hundred Twenty-two (122), One Hundred Twenty-four (124) and One Hundred Twenty-six (126) in Block Forty-four (44) in that part of the City of Lawrence known as West Lawrence;

It is expressly understood that the release does not impair nor affect the lien of said mortgage except as to the property herein described.

IN WITNESS WHEREOF the HOME OWNERS' LOAN CORPORATION has caused this instrument to be executed and its corporate seal to be hereunto affixed by Bernard Morman, its Omaha Regional Treasurer, herunto duly authorized by Resolution of its Board of Directors, adopted the 27th day of September, 1937, this the 11 day of April, 1939.

(CORP. SEAL)

HOME OWNERS' LOAN CORPORATION
By Bernard Morman
Omaha Regional Treasurer

STATE OF NEBRASKA }
COUNTY OF DOUGLAS } SS

BE IT REMEMBERED that on this 11 day of April, 1939, before me, the undersigned, a Notary Public in and for the County of Douglas, and the State of Nebraska, came Bernard Morman, Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of the Congress of the United States, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of said Corporation, and such person duly acknowledged the execution of the same to be his act and deed and the free act and deed of said Corporation.

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

Vera Kouba
Notary Public
Douglas County, Nebraska.

(SEAL) My commission expires: 5-11-44

Recorded April 22, 1939 at 11:35 A. M.

Wanda A. Beck
Register of Deeds.

Reg. No. 1845 <

Fee Paid \$8.00

Receiving No. 7676 <

MORTGAGE

THIS INDENTURE, Made this 25th day of April, 1939, by and between Gwinn Henry and Amy Henry, his wife, of Lawrence, Kansas, Mortgagor, and The Prudential Insurance Company of America, a corporation organized and existing under the laws of State of New Jersey, Mortgagee:

WITNESSETH, that the Mortgagor, for and in consideration of the sum of Thirty two hundred and no/100 Dollars (\$3200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot Seven (7) and the South Twenty five (25) feet of Lot Six (6), the West Twenty five (25) feet of Lot Eight (8), and the West Twenty five (25) feet of the South Thirty Five (35) feet of Lot Nine (9) all in Block Thirteen (13), in Babcock's Enlarged Addition to the City of Lawrence, in Douglas County, Ks.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty Two hundred and no/100 Dollars (\$3200.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Prudential Insurance Company of America, a Corporation in Newark, New Jersey, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty five and 31/100 Dollars (\$25.31), commencing on the first day of June, 1939, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of May, 1964.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note,