

MORTGAGE RECORD 85

Receiving No 8825 <

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, William H. Wells, administrator of the estate of Emma F. Wells late of Douglas county, Kansas, deceased, in pursuance of and in obedience to an order made by the probate court of Douglas county, Kansas, in the above estate on February 8, 1932, and an additional order made in the same court and cause on May 7, 1934, and in further consideration of the execution and delivery by Charles Hilkey to the undersigned administrator of said estate of a warranty deed covering

the north sixty (60) feet of lots eighty-one (81), eighty-three (83) and eighty-five (85), on Baker street, in the city of Baldwin City, Douglas county, Kansas,

that the undersigned does hereby acknowledge full satisfaction and payment of a certain promissory note made by Ralph W. Gilman and Pearl C. Gilman, his wife, together with a mortgage on the above-described real estate, to secure the payment of said note made and given to R. E. Hoskinson on October 5, 1923, and recorded in the office of the register of deeds of Douglas county, Kansas, on October 10, 1923, in book 65 of mortgages, at page 24, and for the sum of \$2,000.00, said note and mortgage having been on the 21st day of April, 1928, duly assigned by said R. E. Hoskinson to Emma F. Wells, her heirs and assigns, and the undersigned does hereby authorize the register of deeds of Douglas county, Kansas, to enter the satisfaction of said note and mortgage of record and to discharge said mortgage of record.

IN WITNESS WHEREOF the undersigned has hereunto affixed his signature as administrator aforesaid at Lawrence, Douglas county, Kansas, on the first day of September, 1934.

Wm H Wells, Adm
William H. Wells, Administrator
of the estate of Emma F. Wells
late of Douglas county, Kansas,
deceased.

STATE OF KANSAS) SS
COUNTY OF DOUGLAS)

On this 12th day of September, 1934, before me, the undersigned, R. E. Melvin, a notary public in and for said county and state, came William H. Wells personally known to me to be the same and identical person as above set out and being administrator of said estate, and did duly execute said release in my presence and did acknowledge the execution of the aforesaid instrument of writing as administrator aforesaid.

(SEAL) My commission expires April 5, 1935.

R. E. Melvin
Notary Public

Recorded October 14, 1939 at 9:35 A.M.

Register of Deeds

Reg.No.2087 <

Fee Paid \$7.50

Receiving No. 8340 <

MORTGAGE

THIS INDENTURE Made this 2nd day of October in the year of our Lord nineteen hundred and thirty-nine by and between Margaret E. Terrell, a single woman, of the County of King and State of Washington, 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 THREE THOUSAND DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by those 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:

East Half of the Northeast Quarter and the Southwest Quarter of the Northeast Quarter of Section Twenty-one (21), Township Thirteen (13) South, Range Twenty-one (21), East of the Sixth Principal Meridian.

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 THREE THOUSAND 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:

September 1, 1940 \$ 250.00
September 1, 1941 \$ 250.00
September 1, 1942 \$ 250.00
September 1, 1943 \$ 250.00
September 1, 1944 \$2,000.00

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, buildings 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 Nine 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.

In Argument see Book 15, Page 108