

MORTGAGE RECORD 85

And if default be made in the payment of any one of the installments described in this mortgage and note 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 ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his 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 party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

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 encumbrances, 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.

F. J. Moreau
Jeanne Moreau

STATE OF KANSAS,)
Douglas County,) ss.

Be it Remembered, That on this 24 day of Feb A.D. 1940 before me, Geo W Kuhnke, a Notary Public in and for said County and State, came F J Moreau and Jeanne Moreau his wife to me personally known to be the same persons who executed the within 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.

(SEAL) My Commission Expires Jan 28 1942

Geo W Kuhnke
Notary Public.

Recorded February 24, 1940 at 11:59 A.M.

Handwritten signature Register of Deeds

Receiving No. 9506 <

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That The Equitable Life Insurance Company of Iowa, a corporation duly organized and existing under and by virtue of the laws of the State of Iowa, with its Home Office and principal place of business at Des Moines, State of Iowa, does hereby certify that the herein described portion of the certain instrument of mortgage, bearing date the 14 May 1937, made and executed by Gertrude L. Stoneback and H. H. Stoneback, her husband, of Lawrence, Douglas County, State of Kansas, to The Central Trust Company of Topeka, Shawnee County, State of Kansas, and recorded in the office of the Register of Deeds of Douglas County, State of Kansas, in Mortgage Book number 83 at page 145 thereof, said mortgage being, by The Central Trust Company of Topeka, Shawnee County, State of Kansas, duly sold, assigned and transferred to The Equitable Life Insurance Company of Iowa on the 20 day of May, 1937, and which said assignment was duly recorded in the office of the Register of Deeds of Douglas County, State of Kansas, in Mortgage Book number 83 at page 152 thereof, is herewith duly released as to the following described tract of real estate, to-wit:--

"All that portion of the Northeast Quarter of the Southwest Quarter of Section Fifteen (15), Township Thirteen (13), Range Nineteen (19), lying South and East of the center of the present public highway running in a northeasterly and southwesterly direction through said quarter section and North of the center of the channel of Wakarusa Creek in Douglas County, State of Kansas"

This release is given to correct the title to certain real estate in the NE/4 of the SW/4 of Section 15, Township 13, Range 19, in Douglas County, State of Kansas, for the reason that Gertrude L. Stoneback and H. H. Stoneback, her husband, on the 14th day of May, 1937, did not own the herein released tract above described, and therefore the mortgage given by them to The Central Trust Company and, by it, assigned to The Equitable Life Insurance Company of Iowa never attached to the portion herein released.

This release is further given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgage on the remaining land described in the mortgage, but shall only be construed as a release from the lien of said mortgage of the portion of land above described.

IN WITNESS WHEREOF, The said The Equitable Life Insurance Company of Iowa, a corporation, has caused this instrument to be signed by its president, and attested by its secretary, and the seal of said corporation to be hereto affixed this 22nd day of February, A.D. 1940.

(CORP. SEAL)

By THE EQUITABLE LIFE INSURANCE COMPANY OF IOWA
Robertson G Hunter
Vice President

Attest:
The Equitable Life Insurance Company of Iowa
By H. W. Foskett
Ass't. Secretary

STATE OF IOWA)
COUNTY OF POLK) ss

BE IT REMEMBERED, That on this 22nd day of February, A.D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robertson G. Hunter, vice president of The Equitable Life Insurance Company of Iowa, a corporation, and H. W. Foskett, ass't secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as president and secretary respectively, and said Robertson G. Hunter, as vice president of said corporation, duly acknowledged the execution of the same as president of said corporation, and acknowledged the same to be the act of the corporation; and H. W. Foskett, as ass't secretary of said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires: July 4, 1942.

Marie L. Larson Notary Public in and for Polk Co., Iowa.

Recorded February 26, 1940 at 8:20 A.M. *Handwritten signature* Register of Deeds

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released
and the lien thereby created discharged.
As witness my hand this 13th day of July 1941
Attest: *Handwritten signature*

Recorded July 13, 1941
H. A. Beck
Register of Deeds