

MORTGAGE RECORD 85

part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or 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.

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

Rush Holloway
Helen Holloway

State of Kansas, McPherson County, ss:

BE IT REMEMBERED, That on this 18th day of May A.D. 1940, before me, a Notary Public in and for the County and State aforesaid, came Rush Holloway and Helen Holloway, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Archie T. MacDonald
Notary Public.

(SEAL) My term expires January 15, 1941.

Recorded May 21, 1940 at 1:30 P.M.

Ward O. Beck Register of Deeds

Receiving No. 10141 <

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, F. C. Whipple, Cashier, The First Savings Bank of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated October 1 1932, made and executed by Florence H. Alford and Fred G. Alford, her husband, of the first part, to The First Savings Bank of Lawrence, Kansas, of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 76, page 619, on the 19th day of October A.D. 1932 is as to

The West twenty-five (25) feet of the South ten (10) feet of the East one-half (1/2) of Lot 138 on Kentucky Street,

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described. Witness my hand this 20th day of May A.D. 1940.

(CORP. SEAL)

THE FIRST SAVINGS BANK OF LAWRENCE
By F. C. Whipple
Cashier

STATE OF KANSAS,) ss.
DOUGLAS County,)

Be it Remembered, That on this 20th day of May A.D. 1940 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Cashier, The First Savings Bank of Lawrence, to me personally known to be the same person 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 of the day and year last above written.

(SEAL) My Commission Expires April 17 1943

Rose Gieseman
Notary Public.

Recorded May 22, 1940 at 10:15 A.M.

Ward O. Beck Register of Deeds

Receiving No. 10147 <

MORTGAGE

THIS MORTGAGE, Made this 7th day of May A.D. 1940, by and between Solon T. Emery and Gladys B. Emery, Wife, and Marguerite Emery Swartz and Charles C. Swartz, husband, of the County of Douglas and State of Kansas, party of the first part, and THE VICTORY LIFE INSURANCE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Thirty-Five Hundred and no/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, MARGAIN, 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:

The Northwest Quarter of Section Thirty (30), Township Thirteen (13), Range Eighteen (18), less the South 67.793 acres thereof, and the Northeast Quarter of Section Thirty (30), Township Thirteen (13), Range Eighteen (18), less 10 acres lying North of Wakarusa Creek in the Northeast corner thereof, and less the South 82.53 acres and less 1.92 acres, Douglas County, Kansas.

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 party of the first part does hereby covenant and agree that at the delivery hereof 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 the 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 party of the first part is justly indebted to the party of the second part in the sum of Thirty-Five Hundred and no/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the

Reg. No. 2284 <

Fee Paid \$8.75