

MORTGAGE RECORD 85

Receiving No. 10211

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, under date of September 30, 1935, Erndi Oil & Gas Company, a corporation, executed its first mortgage deed of trust to the undersigned, Roy B. Thomson, as trustee, to secure the payment of a certain note therein described for fifty thousand dollars (\$50,000) which said first mortgage deed of trust was recorded in the office of the Register of Deeds in each of the following counties in Kansas in the books and page set opposite said respective counties, to wit:

Anderson County	Book 60 of Mortgages, page 156
Wyandotte County	Book 893, page 463
Norris County	Book 59, page 541
Dickinson County	Book 105, page 230
Leavenworth County	Book 235, page 357
Elk County	Book 67, page 63
Marion County	Book M-50, page 63
Douglas County	Book 137, page 63

WHEREAS, said first mortgage deed of trust provides, among other things, in Section 1, Article V thereof that when the mortgagor shall have fully paid, performed and observed all of its obligations under said first mortgage deed of trust the trustee shall then forthwith satisfy and release said first mortgage deed of trust in any manner authorized by law and shall make, execute and deliver such deeds or other instruments and assurances as shall be necessary to vest all of the trust estate in said Erndi Oil & Gas Company, its successors and assigns, free and discharged from the lien of said first mortgage deed of trust, and that the holder of the note secured by said first mortgage deed of trust consents and agrees as a condition upon which such holder shall acquire the said note secured by said first mortgage deed of trust, that the trustee as the attorney in fact for such holder is irrevocably appointed as such and may so satisfy and release said first mortgage deed of trust and execute the instruments necessary to vest said Erndi Oil & Gas Company with title to the trust estate, and

WHEREAS, the holder of the note secured by said first mortgage deed of trust has notified the undersigned trustee that said note has been fully paid and the obligations of said first mortgage deed of trust have been fully performed and observed and has requested the undersigned trustee to make release of said first mortgage deed of trust.

NOW THEREFORE, in consideration of the premises, I, the undersigned, ROY B. THOMSON, as trustee in said first mortgage deed of trust and as attorney in fact for the holder of the note secured by said first mortgage deed of trust as aforesaid, do hereby certify that the debt secured by the aforesaid first mortgage deed of trust is fully paid off, satisfied, and the said first mortgage deed of trust is discharged, and the Register of Deeds in each of the aforementioned counties in Kansas is hereby authorized and directed to discharge said first mortgage deed of trust of record and, after the recordation of this instrument, to make an entry of the discharge of said first mortgage deed of trust upon the margin of the record thereof in accordance with the provisions of the statutes in such case made and provided.

This instrument is being executed in either counterparts for the purpose of filing and recordation in the office of the Register of Deeds in each of the respective counties above mentioned and each counterpart shall be taken and deemed as an original hereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of May, 1940.

Roy B. Thomson
Trustee and Attorney in Fact

STATE OF MISSOURI }
COUNTY OF JACKSON } SS

Be it remembered, that on this 22nd day of May, A.D. 1940, before me, the undersigned, a Notary Public in and for said County and State, came Roy B. Thomson, who is personally known to me 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 the day and year last above written.

(SEAL) My commission expires March 22, 1942

Louis H. Ehrlich Jr
Notary Public

Recorded June 5, 1940 at 9:49 A.M.

Harold D. Beck

Register of Deeds

Receiving No. 10212

MORTGAGE

Reg. No. 2302

THIS INSTRUMENT, Made this 15th day of May in the year 1940 by and between NU CHAPTER OF SIGMA NU, a corporation, of the County of Douglas and State of Kansas, parties of the first part, and THE PRUDENTIAL INVESTMENT COMPANY, Trustee for those holding the obligations secured by this instrument, party of the second part, WITNESSETH:

That for and in consideration of the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS, paid by the party of the second part to said parties of the first part, the receipt whereof is acknowledged, the parties of the first part do by these presents GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the party of the second part, its successors and assigns forever, all of the following described real estate situated in the County of Douglas and State of Kansas to-wit:

Beginning at a point 198.51 feet West of the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Twelve (12), South, Range Nineteen (19) East, for the point of beginning; thence North 462 feet, thence West 211.69 feet, thence North 27.3 feet, thence North 60° 51' West 50 feet, thence North 37° 14' West 50 feet, thence North 2° 21' East 50 feet, thence North 16° 05' East 100 feet, thence North 8° 10' East 99.5 feet, thence West 69.97 feet, thence North 60.06 feet, thence West 591.36 feet, thence North 8° 30' East 371.58 feet, thence West 357 feet, thence South 8° 30' West 1221 feet, thence East 1389.49 feet to the point of beginning, containing 26.556 acres, more or less.

TO HAVE AND TO HOLD the same, together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise pertaining, unto the party of the second part, and to its successors and assigns, or its successor in this trust, to their sole and proper use, benefit and behoof, forever. The parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the above granted premises, and are 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 party of the second part, its successors and assigns, or its successor in this trust, against the lawful claims of all persons whatsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following condition, to-wit:

- (1) The parties of the first part are justly indebted unto the party of the second part in the

Fee Paid \$30.00

This instrument

was written

on the original

mortgage

entered

this 31 day

of Dec.

1940

Harold D. Beck

Reg. of Deeds

Deputy

The mortgage was by the mortgagor and by the mortgagee.

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