

MORTGAGE RECORD 85

Receiving No. 10794 <

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the Mortgage bearing date the 30th day of September 1931 Made by A. L. Tainter and Maude Tainter the part of the first part, To A. L. Driggs the part of the second part, and recorded in the office of the County Recorder of the County of Douglas State of Kansas, in Liber 72 of Mortgages at page 504 on the First day of October 1931 together with the debt thereby secured, is fully paid, Satisfied and Discharged.

In Witness Whereof have hereunto set my hand and seal this 3rd day of September in the year of Our Lord One Thousand Nine Hundred and Forty
SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF
S A Booth

A. L. Driggs

STATE OF CALIFORNIA,) ss.
COUNTY OF Alameda)

ON THIS 3rd day of September A.D. One Thousand Nine Hundred and Forty, before me, S A Booth a Notary Public, in and for the Said County of Alameda State of California, residing therein, duly commissioned and sworn, personally appeared A. L. Driggs known to me to be the person described in and whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

S A Booth

Notary Public

In and for Said County of Alameda State of California

(SEAL) (No expiration date of commission shown)

Recorded September 16, 1940 at 9:25 A.M.

Wm. H. Bick Register of Deeds

Registration
Fee paid July
18, 1940, on
No. 2346

Receiving No. 10797 <

MORTGAGE

THIS INDENTURE, Made this twenty-first day of August, 1940, by and between Laurence C. Woodruff and Jeannette W. Woodruff, his wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eighty-six hundred and no/10 Dollars (\$8600.00), 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:

That part of a tract of land described as follows:

Beginning at a point 198 feet west and 423.34 feet north of a point on the south line of Section 36, Township 12, Range 19 which is north 69° 33' east 638 feet from the southwest corner of said Section 36; thence south 63° 55' west 7.95 feet to the beginning of a curve to the left with a radius of 2915 feet; thence along said curve for a distance of 267.66 feet to the end point thereof; thence south 63° 52' west 28 feet; thence north 16° 48' west 217.87 feet; thence north 198.72 feet; thence east 330 feet; thence south 266.06 feet to the place of beginning, which lies west of a line commencing on the north line of the above described real estate at a point midway between the northeast corner and the northwest corner thereof; thence south 198.72 feet; thence southeast to a point on the south line of said tract midway between the southeast and southwest corners thereof, subject to restrictions of record; also

The interest of the grantors in certain easements conveyed by E. F. Engel and Cora E. Engel, his wife, to Jeannette T. Wheeler by deed dated August 23, 1940 and recorded August 23, 1940 in Book 142 at page 549 of the records in the office of the Register of Deeds of Douglas County, Kansas and conveyed by Jeannette T. Wheeler to the grantors herein by deed dated August 23, 1940 and recorded August 23, 1940 in Book 142 at page 360.

This mortgage is given to correct an erroneous description in a mortgage from these same grantors to the same grantee dated July 18, 1940 and recorded in Book 85 at page 361 of the Mortgage Records in the office of the Register of Deeds of Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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, to be 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 real estate 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 Eighty-six hundred and no/100 (\$8600.00), as evidenced by a certain promissory note, dated August 18, 1940, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifty-four and 41/100 Dollars (\$54.41), commencing on the first day of December, 1940, 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 November, 1960.

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, on the first day of any month prior to maturity; provided, however, that written notice of an in-

For assignment, see 10473
For assignment, see 10474

Original mortgage shown to me this 29th day of September, 1941.
Show the change of the note and how it was changed to conform.

North 198.72 feet