

MORTGAGE RECORD 85

Receiving No. 10942 <

PARTIAL RELEASE FROM MORTGAGE

Know all men by these presents, that I, Chas. F. Hobbs, of Baldwin, in the county of Douglas, State of Kansas, the mortgagee in the certain mortgage deed hereinafter described, do hereby certify that, the said mortgage deed, which is dated the twentieth day of October, 1939, made and executed by Fred Muckey and Mary E. Muckey, his wife, as parties of the first part, to me, Chas. F. Hobbs, as party of the second part, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book Fifty-Nine (59), Page One Hundred Sixty (160) of the records of said office, is, as to so much of the property therein described, to wit:

A tract of land situated in the N.E. 1/4 Section 23, Township 14S, Range 18E, of the 6th Principal Meridian, in Douglas County, Kansas, and described more particularly as follows:
Tract No. 27 included within the boundaries of the Douglas County Lone Star Park, Beginning at the NW corner of the NE 1/4 of section 23-T14S-R18E, thence N 89-55'E along the North line of said section 23, 1016.34 feet, thence S 33-35'W 312.0 feet, thence S 2-30'W 95.6 feet, thence S 30-15'E 350.6 feet, thence S 24-40'W 206.6 feet, thence S 32-24'E 147.0 feet, thence S 18-35'W 567.6 feet, thence S 37-54'W 250.6 feet, thence N 61-54'W 508.2 feet thence N 26-37'W 546.4 feet, thence N 28-43'W 134.8 feet, to a point on the 1/4 section line, thence N 0-16'W 767.36 feet to point of beginning, containing 29 Acres, more or less.

has been fully paid, satisfied, released, and 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 on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage of the land above described.

Witness my hand at Topeka this 24 day of May, 1939.

State of Kansas SS.
County of _____

(Seal shows "Shawnee County, Kansas")

Chas F Hobbs

Be it Remembered, That on this 24 day of May, 1939, A.D., before me D A Swartz, a Notary Public in and for said County and State, came Chas F Hobbs, to me personally known to be the same person who executed the foregoing 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.

D A Swartz

Notary Public

(SEAL) My Commission Expires April 26-1941.

Recorded October 9, 1940 at 10:00 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 10994 <

CONTRACT FOR EXTENSION OF LOAN.

Reg. No. 2454 <
Fee Paid \$12.50

WHEREAS, The Peoples State Bank, Lawrence, Kansas, the present legal owner of the Promissory Note given by Henry B. McCurdy to Peoples State Bank, Lawrence, Kansas, for the sum of TWELVE THOUSAND 00/100--- DOLLARS, dated October 2nd, 1925, due October 2, 1930, and bearing interest at the rate of six per cent per annum, payable semi-annually, both principal and interest payable at Peoples State Bank, Lawrence, Kansas, which note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas said mortgage recorded in Book 67 at page 258 in Register of Deeds office in said County, and which property is now owned by Henry B. McCurdy and Theodora Whitwell McCurdy, his wife, has promised to extend the time of payment of the unpaid balance of \$5000.00 of said note as hereinafter set forth (said note having previously been extended by Extension Agreement recorded in Book 77, Page 172 and by Extension Agreement recorded in Book 79, Page 420 of records of Douglas County, Kansas).

NOW, therefore, THIS INDENTURE WITNESSETH, That in consideration of the premises and said promise, recited, we whose names are hereunto subscribed have agreed with the legal owner of said note, as follows; That the time of payment of the balance of the unpaid principal of said note shall be extended as follows:

| | |
|-----------------------------|--------------------------------|
| \$250.00 due April 2, 1941; | \$250.00 due October 2, 1941; |
| \$250.00 due April 2, 1942; | \$250.00 due October 2, 1942; |
| \$250.00 due April 2, 1943; | \$250.00 due October 2, 1943; |
| \$250.00 due April 2, 1944; | \$250.00 due October 2, 1944; |
| \$250.00 due April 2, 1945; | \$2750.00 due October 2, 1945; |

that said note as extended shall bear interest at 5% per annum from 10/2/40 payable semi-annually on the 2nd day of April and October in each year; provided the same is paid when due, otherwise it shall bear interest at the rate of ten per cent. per annum; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the said principal notes and the interest thereon.

WITNESS, our hands this 10 day of Oct., 1940.

Theodora Whitwell McCurdy
Henry Benson McCurdy

STATE OF NEW YORK)
COUNTY OF "____")SS.

Be it remembered that on this 10 day of Oct., 1940, before me, the undersigned, a Notary Public in and for said County and State, came Henry B. McCurdy and Theodora Whitwell McCurdy, his wife, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony, Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

HARRISON W. MYERS
NOTARY PUBLIC

Harrison W. Myers
Notary Public

HASSAN COUNTY NO. 1149
NEW YORK COUNTY NO. 252
NEW YORK COUNTY REGISTRATION NO. 2M156
COMMISSION EXPIRES MARCH 30, 1942

Recorded October 14, 1940 at 11:00 A.M.

Harold A. Beck

Register of Deeds.