

DOUGLAS COUNTY

Receiving No. 13014<

Partial Release.

In consideration of One Dollar and other valuable consideration, The Douglas County Building and Loan Association, of Lawrence, Kansas, a corporation, does hereby release from the operation of the mortgage dated August 15 1940, made and executed by R. L. Bolton and his wife, Anna Mae Bolton, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 87, Page 40, the following described real estate in Douglas County, Kansas:

Lot No. 127, less the East 10 feet thereof on the West side of Bridge Street, in Addition No. 2 in that part of the City of Lawrence, formerly known as North Lawrence.

This release is given on the express 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.

Dated at Lawrence, Kansas, this 10th day of December 1941.

(CORP. SEAL)

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION
By Pearl Emick
Secretary.

State of Kansas, Douglas County, SS.

Be it Remembered, that on this 16th day of December A.D. 1941, before me, a Notary Public in and for Douglas County, Kansas, came Pearl Emick, the Secretary of The Douglas County Building and Loan Association, a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, the person who executed the foregoing instrument of writing on behalf of such corporation and duly acknowledged the execution of the same to be the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) My Commission expires January 13th, 1944

John C. Emick
Notary Public.

Recorded December 16, 1941 at 2:10 P.M.

Harold A. Beck

Register of Deeds

Reg. No. 2866
Fee Paid \$8.75

Receiving No. 13024<

M O R T G A G E

THIS INDENTURE, Made this 2nd day of December A.D. 1941 by and between R. B. Lackey and Faith Lackey, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of THREE THOUSAND FIVE HUNDRED and 00/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, 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:

South Half of the Northeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$) and the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-one (21), Township Twelve (12) South, Range Nineteen (19), East of the 6th P.M.

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 and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever. And the said parties of the first part do 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 covenants and conditions, to-wit:

FIRST: That said parties of the first part are justly indebted to the said second party in the sum of THREE THOUSAND FIVE HUNDRED and 00/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows:

\$200.00 due January 1, 1943
200.00 due January 1, 1944
200.00 due January 1, 1945
200.00 due January 1, 1946
200.00 due January 1, 1947
200.00 due January 1, 1948
200.00 due January 1, 1949
200.00 due January 1, 1950
200.00 due January 1, 1951
\$1,700.00 due January 1, 1952

with interest thereon from December 10, 1941 until maturity, at the rate of $\frac{4}{2}$ per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$500.00 - Fire \$500.00 - Tornado Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.