

MORTGAGE RECORD 88

Receiving No. 14065

RELEASE OF MORTGAGE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (hereinafter referred to as the Bank), does hereby release, discharge and cancel that certain real estate mortgage dated the 1st day of October, 1935, executed by A. E. Flory, also known as Arthur E. Flory and Grace Flory, his wife as mortgagor(s), in favor of the Bank, as mortgagee, securing a note for \$4300.00, which said mortgage is recorded in Book 81 at Page 192, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

Southwest Quarter (SW¹/₄) of Section Fifteen (15), Township fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian; Containing 160 acres, more or less, according to the U. S. Government Survey thereof.

WITNESS the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 22nd day of May, 1942.

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation,
By R. H. Jones Vice-President.

ATTEST: (CORP. SEAL)
J. A. Carrio Ass't. Secretary.
STATE OF KANSAS, COUNTY OF SEDGWICH, ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of May, 1942, personally appeared R. H. Jones, to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

Bethry Porter
Notary Public.

(SEAL) My Commission expires: November 23, 1944.

Recorded June 2, 1942 at 10:15 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 14067

MORTGAGE

Reg. No. 3008
Fee Paid \$15.00

THIS INDENTURE, Made this 29th day of May A. D. 1942, between Edith Bolles Fries and H. A. Fries, her husband of the City of Lawrence of Douglas County, in the State of Kansas, of the first part, and The Ottawa Building and Loan Association of Ottawa, Franklin County, Kansas, of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of Six Thousand and No/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey, unto 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:

Lot One Hundred Sixty-nine (169) and the North One-half (N¹/₂) of Lot One Hundred seventy-one (171) on Tennessee Street in the City of Lawrence, Douglas County, Kansas.

Together with all apparatus, fixtures, furnaces, heaters, mantles, gas and electric light fixtures, screens, screen doors, awnings, bath tubs, plumbing fixtures and all other fixtures of whatsoever kind or nature contained or placed in the building upon said premises, as well as all garages and other outbuildings placed and to be placed upon said premises, whether the same are upon or off of foundations.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Six Thousand and No/100 DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Ottawa Building and Loan Association, to be repaid in monthly installments of \$71.40 each, including both principal and interest. First payment of \$71.40 due on June 1, 1942, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Edith Bolles Fries
H. A. Fries

STATE OF Kansas)
County of Franklin)ss.

Be it remembered, that on this 29th day of May, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Edith Bolles Fries and H. A. Fries, her husband 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 Notarial Seal the day and year above written.

Dean Berlin
Notary Public.

(SEAL) My Commission expires Jan. 27, 1944.

Recorded June 2, 1942 at 2:15 P. M.

Harold A. Beck Register of Deeds.

Notary Public
in the original
Mortgage
dated
May 29, 1942
at
Wichita, Kansas

The debt secured by this mortgage has been paid in full and the original of this mortgage is hereby acknowledged to be true and correct. By Dean Berlin, Notary Public, Ottawa, Kansas, May 29, 1944.

New Federal Release and Book 88 Page 361