

MORTGAGE RECORD 88

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year written above.

(SEAL) My Commission expires December 31 1944.

Pearl Enick
Notary Public

Recorded August 25, 1943 at 3:45 P.M.

Harold A. Beck Register of Deeds

Receiving No. 18092

DISCHARGE OF MORTGAGE

Know all men by these presents, that Elva M. Settle and John S. Settle, Jr., as joint tenants with right of survivorship and not as tenants in common, the mortgagees named in the certain mortgage hereinafter described, do hereby acknowledged that the certain instrument of mortgage, bearing date the 1st day of May 1943, made and executed by John A. Lawrence and Mary Lawrence, his wife, of Ottawa, in the County of Franklin, and State of Kansas, and recorded in the office of the Register of Deeds in and for the county of Douglas, in the State of Kansas, in Book numbered 88, at page numbered 452 of the records of said office is satisfied; the note and indebtedness hereby secured having been settled and paid, and the said Register of Deeds is hereby authorized and directed to discharge such mortgage of record and after the record of this instrument, to make a minute of the discharge of such mortgage of record upon the margin of the record thereof, in accordance with the provisions of the statute in such case made and provided.

Witness our hands this 20th day of August, 1943.

Elva M. Settle
John S. Settle, Jr.

STATE OF COLORADO)
DENVER COUNTY,) SS:

BE IT REMEMBERED, That on this 23 day of August, 1943, before me, the undersigned, a Notary Public in and for --- said County and State, came Elva M. Settle, 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.

(SEAL) My Commission Expires July 11, 1944

Esther M Guthrie
Notary Public

STATE OF CALIFORNIA)
LOS ANGELES COUNTY,) SS:

BE IT REMEMBERED, That on this 20th day of August, 1943, before me, the undersigned, a Notary Public in and for said County and State, came John S. Settle, Jr., 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.

(SEAL) My Commission Expires July 13, 1947

L. B. Tinkham
Notary Public

Recorded August 26, 1943 at 8:25 A. M.

Harold A. Beck Register of Deeds

Receiving No. 18903

MORTGAGE

Reg. No. 3514
Fee Paid \$8.75

THIS INDENTURE, Made this twenty-sixth day of August, 1943 by and between Thomas C. Ryther and Marjorie W. Ryther, 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 Thirty-five hundred and no/100 Dollars (\$3500.00) 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:

Lot No. three (3) in B. F. Smith's Subdivision of Lots 16, 17, 18 and 19 in Block 15 Babcock's Enlarged Addition to the City of Lawrence, and of Lots 12, and 13 in Block 3 of Cranson's Subdivision of Block 15 of Babcock's Enlarged Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto 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 or 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 freehold and 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 Thirty-five Hundred and no/100 Dollars (\$3500.00) as evidenced by a certain promissory note of even date, herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4 1/2%) 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 Twenty-two and 16/100 Dollars (\$22.16), commencing on the first day of October, 1943 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 September 1963.

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

for assignment see Book 17 page 477.