

MORTGAGE RECORD 88

Receiving No. 20573 ✓

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned, R. Rankin, the mortgagee in that certain mortgage dated January 1, 1916, executed by B. F. Dawson & wife, Artie M. Dawson, as mortgagors, and covering the following described real estate situated in Douglas County, Kansas, to wit:

Lots 12, 17, 18, 19, and 20, in Block 21, in University Place Annex, laid on a part of the Northeast Quarter of Section 1-16-19, adjoining the City of Lawrence, Douglas County, Kansas,

and recorded in Book 55, at page 92, of the records of said County, is fully satisfied and the debt secured thereby paid in full, and the same is hereby released.

In Witness Whereof, I have hereunto set my hand this 1st day of April, A. D. 1944.

R. Rankin

State of Kansas, Ellis County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of April, 1944, personally appeared R. Rankin, to me known to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same to be his free and voluntary act and deed.

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

Cora Bibens

Notary Public

(SEAL) My commission expires Aug. 1 - 1947

Recorded May 9, 1944 at 8:20 A. M.

Harold A. Best Register of Deeds

Receiving No. 20617 ✓

MORTGAGE

Reg. No. 3746 ✓
Fee Paid \$15.00

THIS INDENTURE, Made the 1st day of February, A. D. 1944, between John P. Bell and Claudine Agnes Bell, his wife, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Six Thousand and no/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 or assigns forever, the following described REAL ESTATE situated in the County of Douglas and State of Kansas to-wit:

Northeast Quarter of Section Thirty-six (36), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, and an easement for the right to maintain the well now situated on the Southwest Quarter of the Southeast Quarter of Section Twenty-five (25), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, in Douglas County, Kansas, and the windmill now located at said well, together with all pipe and pipelines and easement for said pipelines.

(This mortgage is given to secure the balance of purchase price of the above described property.)

and containing 160 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever

AND THE SAID PARTIES of the first part hereby covenant and agree that at the deliver hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefits of the homestead, appraisement, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES for money borrowed in the principal sum of Six Thousand and no/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Six Thousand and no/100 Dollars, bearing even date herewith and payable to the order of The Equitable Life Assurance Society of the United States, its successors or assigns, according to the tenor and effect of said note, with interest thereon from February 1, 1944 to maturity, at the rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second part, to the amount of Dollars, loss, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged, and delivered to said party of the second part, for further securing the payment thereof; all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which