

MORTGAGE RECORD 89

51

State of Kansas, Douglas County, SS.

Be it Remembered, that on the 27th day of January 1945 before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared, Pearl Enick the Secretary of the Douglas County Building and Loan Association, a corporation and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said corporation.

In Witness Whereof I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My commission expires May 5, 1948

Ruth V. Myers
Notary Public

Recorded February 1, 1945 at 9:45 A. M.

Harold A. Beck Register of Deeds

Receiving No. 22587

PARTIAL RELEASE OF MORTGAGE

For Value Received, The Douglas County Building and Loan Association, a corporation, hereby releases from the operation of the Mortgage dated September 18, 1944, executed by James S. Aills and his wife, Edna I. Aills and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 90 of Mortgages at Page 4 thereof, the tract of land located in Douglas County, Kansas and described as follows to-wit:

Part of the East Half of Block No. 5 in Earl's Addition to the City of Lawrence, described as follows: Commencing at the center of the intersection of the middle of Thirteenth Street, with the middle of Oregon Street in Earl's Addition, thence running North along the middle of Oregon Street to the land heretofore conveyed to John Currier, thence West 330 feet, thence South 264.48 feet to the middle of Thirteenth Street, thence East along the middle of Thirteenth Street to the place of beginning, reserving a strip 40 feet in width along each of said Streets for a Highway, also described as the South 4/5 of the South East Quarter of Block No. 5 in Earl's Addition to the City of Lawrence, less tract sold to W. H. McConnell, described as follows: Beginning at the South East corner of Block 5, Earl's Addition, thence West along the South line of said Block 130 feet, thence North 125 feet, thence East 15 feet, thence North 99.48 feet, thence East 115 feet, to the East line of said Block, thence South along the East line of said Block, 224.48 feet to the place of beginning.

Said mortgage to remain in full force and effect as to the remainder of the property therein described.

Dated at Lawrence, Kansas, January 27, 1945.

(CORP. SEAL)

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION
By Pearl Enick
Secretary

State of Kansas, Douglas County, SS.

Be it remembered that on the 27th day of Jan. 1945, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared Pearl Enick, the Secretary of The Douglas County Building and Loan Association, a corporation and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My Commission expires May 5, 1948

Ruth V. Myers
Notary Public

Recorded February 1, 1945 at 9:50 A. M.

Harold A. Beck Register of Deeds

Receiving No. 22590

MORTGAGE

Reg. No. 4063
Fee Pd. \$7.00

THIS INDENTURE, Made this 15th day of December A. D. 1944 between Herbert B. Hornberger and Mary Esther Hornberger, husband and wife, of the County of Douglas and State of Kansas, hereinafter called the mortgagor, which expression shall, wherever the context so admits, include their heirs, executors, administrators, successors and assigns, party of the first part, and BARTLETT MORTGAGE COMPANY, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, hereinafter called the mortgagee, which expression shall wherever the context so admits, include its successors and assigns, party of the second part.

WITNESSETH: That said mortgagor in consideration of the sum of (\$2800.) TWENTY EIGHT HUNDRED Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to said mortgagee the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northeast quarter of Section seventeen (17), in Township fifteen (15) South, of Range eighteen (18) East, except school lot out of the Northeast corner, seventeen (17) rods and one (1) foot East and West by sixteen and one-half (16½) rods North and South.

It is agreed by the parties hereto that this is a "purchase money mortgage", the indebtedness secured hereby being a part of the consideration for the conveyance of the above described real estate to these grantors.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any wise appertaining including any right of homestead and every contingent right or estate therein together with all rents and profits therefrom and all crops whatsoever produced thereon during the time this mortgage shall remain in force, unto said mortgagee; the intention being to convey an absolute title in fee to said premises.

PROVIDED, HOWEVER, that if said mortgagor shall pay or cause to be paid to said mortgagee, its successors or assigns, the principal sum of (\$2800.) as follows: \$50. on July 1, 1945, \$50. on January 1, 1946, \$50. on July 1, 1946, \$50. on January 1, 1947, \$50. on July 1, 1947, \$50. on January 1, 1948, \$50. on July 1, 1948, \$50. on January 1, 1949, \$50. on July 1, 1949, \$50. on January 1, 1950, \$50. on July 1, 1950, \$50. on January 1, 1951, \$50. on July 1, 1951, \$50. on January 1, 1952, \$50. on July 1, 1952, \$50. on January 1, 1953, \$50. on July 1, 1953, \$50. on January 1, 1954, \$50. on July 1, 1954, \$50. on January 1, 1955, \$50. on July 1, 1955, \$50. on January 1, 1956, \$50. on July 1, 1956, \$50. on January 1, 1957, \$50. on July 1, 1957, \$50. on January 1, 1958, \$50. on July 1, 1958, \$50. on January 1, 1959, \$50. on July 1, 1959, and Thirteen Hundred Fifty Dollars (\$1350.) on January 1, 1960.

with interest thereon according to the terms of a certain promissory note, executed and delivered by said mortgagor in consideration of the actual loan of said sum; said note being of even date herewith, payable in lawful money of the United States of America at the office of said mortgagee in St. Joseph, Missouri, or at such other place as the legal holder of the principal note may designate in writing, each bearing interest at the rate of ten per cent per annum after maturity or default until paid; and shall perform all and singular the covenants herein contained; then this mortgage shall be void and said mortgagee shall execute and deliver a release hereof which shall be recorded by and at the expense of said mortgagor.

See Agreement the Book 95 Page 52
for Release see Book 102 Page 214