

DOUGLAS COUNTY

Receiving No. 23186

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the payment of FIFTY (\$50.00) DOLLARS of the debt secured by a mortgage made by Ava Stewart and Bryan J. Stewart, her husband, to J. F. Powers, dated September 21st, 1942, which is recorded in Book 68 of mortgages page 257, of the records of Douglas County, Kansas, I do hereby release said mortgage so far as it affects the undivided 1/5th interest in and to the South 80 feet of Lots 68 and 70 in Dearborn Addition to the City of Baldwin.

Dated this 10 day of March, 1945.

J. F. Powers

State of Kansas,
County of Franklin, SS:

Be it remembered, that on this 10 day of March, 1945, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came J. F. Powers who is personally known to me to be the same person who executed the foregoing release, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

Bertha Rumford
Notary Public-Franklin County
Kansas

(SEAL) Term expires: Jan. 17, 1948.

Recorded April 23, 1945 at 3:20 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 23221

ASSIGNMENT

For valuable consideration, the receipt of which is hereby acknowledged, I, Walter T. Griffin, the assignee and holder of the within mortgage, which is recorded in Book 59 of Mortgages at page 480, in the office of the Register of Deeds of Douglas Co., Kans., hereby assign and transfer the same, together with all agreements affecting or extending the same, and the indebtedness secured thereby, to Lena S. Barber, of Lawrence, Kansas, and her assigns, without recourse.

Dated this 25th day of April, 1945.

Walter T Griffin

State of Kansas) SS
Marshall County)

Be It Remembered, That on this 25th day of April, 1945, before me, the undersigned, a Notary Public in and for said Marshall County, Kansas, came Walter T. Griffin, who is personally known to me, and known to be the person who executed the above and foregoing instrument, and such person duly acknowledged his execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my Notarial Seal at Marysville, Kansas the day and year last above written.

(SEAL) My Commission Expires May 17, 1945.

Elmer H. Wilson
(Notary Public Seal)

Recorded April 28, 1945 at 9:15 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 23231

MORTGAGE

Reg. No. 4171
Fee Paid \$18.00

THIS INDENTURE, Made this 28th day of April, 1945, by and between J. Allen Reese and Monte Elizabeth Reese husband and wife, of Lawrence, Kansas, Mortgagor, and Business Men's Assurance Company of America, Kansas City Missouri, a corporation organized and existing under the laws of Missouri, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Sixty-Four Hundred and no/100 Dollars (\$6400.00), 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 One (1), Block Seven (7), University Place in Lawrence, Douglas County, Kansas.

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 a 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 Sixty-Four Hundred and no/100 Dollars (\$6400.00) 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 (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of Holmes, McGrew & Peck in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Forty and 51/100 Dollars (\$40.51) commencing on the first day of June 1945, 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 May 1965.

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 equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such