

DOUGLAS COUNTY

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent, per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns, shall at this or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent, per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Winnie D. Lowrance

STATE OF KANSAS,)
COUNTY OF DOUGLAS ss:

Be it remembered, that on this 29th day of July A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Winnie D. Lowrance, a single woman who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Arthur S. Reck
Notary Public, Douglas County,
Kansas.

(SEAL) Term expires Oct. 3rd, 1948

Recorded July 31, 1946 at 9:10 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 29162

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS
DOUGLAS COUNTY, SS:

Know all men by these presents, That The First National Bank of Lawrence, of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated May 9 1946, made and executed by C. E. Adams, a single man, of the first part, to the First National Bank of Lawrence, of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 91, page 803, on the 8th day of May A. D. 1946 is as to The East seventy-seven (E77) feet of Lot 93, and the North four (N4) feet of the East seventy-seven (E77) feet of Lot 95 on Rhode Island Street, in the City of Lawrence, in Douglas County, Kansas, Fully paid, satisfied, released, discharged. This release is being given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 30th day of July A. D. 1946.

The First National Bank of Lawrence

(CORPORATE SEAL)

By F. C. Whipple Vice President

STATE OF KANSAS
DOUGLAS COUNTY, SS:

Be it Remembered, That on this 30th day of July A. D. 1946 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Vice President The First National Bank of Lawrence, to me personally known to be the same person who executed the within 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 April 17, 1947

Rose Gieseman Notary Public

Recorded on July 31st, 1946 at 3:15 P.M.

Harold A. Beck Register of Deeds

Receiving No. 29173

MORTGAGE

Reg. No. 5072
Fee Paid \$2.50

THIS INDENTURE, Made this 27th day of July A. D. 1946 between Floyd N. Roberts and Wilma L. Roberts, his wife of Shawnee County, in the State of Kansas, of the first part and Joe F. Grauel and Nellie M. Grauel, his wife of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of ONE THOUSAND **** and 156 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all of the following described Real Estate, situated in Douglas County, and State of Kansas to wit:

Beginning Forty-Two (42) rods East of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section 11, Township 12, Range 17, thence West Forty-Two (42) rods, thence North Sixty-Six (66) rods, thence Southeasterly Seventy-Eight (78) rods to the place of beginning, containing Eight and One-Half (8 $\frac{1}{2}$) acres more or less, in Douglas County, Kansas.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Floyd N. Roberts and Wilma L. Roberts, his wife have this day executed and delivered a certain promissory note in writing to said parties of the second part, of which the following is a copy

\$1,000.00

Topeka, Kansas, July 27, 1946

Five (5) years after date We promise to pay to the order of Joe F. Grauel and Nellie M. Grauel, his wife ONE THOUSAND **** DOLLARS at Topeka, Kansas

Value received, with interest at four per cent per annum after date until paid

Interest payable semi-annually

Due July 26, 1951

(Signed) Floyd N. Roberts
(Signed) Wilma L. Roberts

The following is a reference to the original instrument:
The note herein described having been sold in full, this mortgage is hereby released and the lien hereby created discharged.

This release was written on the original mortgage entered this 24th day of August 1947

Harold A. Beck
Reg. of Deeds