

MORTGAGE RECORD 89

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

Know All Men By These Presents, That the Lawrence National Bank of Lawrence, Kansas of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated March 1st. 1946, made and executed by Carl B. Althaus and Ruth D. Althaus, his wife of the first part, to The Lawrence National Bank of Lawrence, Kansas 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 241, on the 2nd day of March, A.D. 1946, is as to That part of the North One-half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-nine (29) Township Twelve (12) South, Range Twenty (20) East of the 6th P.M. lying North and West of the Right of Way of the Kaw Valley and Western Railway Company, containing 2 $\frac{1}{2}$ acres more or less, in Douglas County, Kansas, Fully Paid, Satisfied, Released, Discharged. This release is 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 our hands this 26th day of July A.D. 1946.

(CORP. SEAL)

ATTEST: Geo. W. Kühne
Secretary.

The Lawrence National Bank
Lawrence, Kansas
By: Riley Burcham
Executive Vice-President.

State of Kansas,
Douglas County, SS.

BE IT REMEMBERED, That on this 26th day of July 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid came, Riley Burcham, Executive Vice-President of The Lawrence National Bank, Lawrence, Kansas, a corporation duly organized, incorporated and existing under and by virtue of the laws of The United States of America, and Geo. W. Kühne, Secretary of said said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) Term Expires Mar. 18, 1950

Howard Wiseman
Notary Public,

Recorded October 16th 1946 at 1:30 P.M.

Harold A. Beck

Register of deeds

Receiving No. 30259

Reg. No. 5262
Fee Paid \$.75

MORTGAGE

THIS INDENTURE, Made this 14th day of October A. D. 1946 between Harry Doel and Cleo Doel, his wife of Douglas County, in the State of Kansas, of the first part, and A. W. Shuberg or Iva Shuberg 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 Three Hundred Fifty and No/100 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 the following described Real Estate situated in Douglas County, and State of Kansas, to wit:

All of Lots One (1), Two (2), Three (3), Thirty-two (32), Thirty-three (33), and Thirty-four (34) in Block Seventeen (17), and all of Lots Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), and Twenty-two (22), in Block Eighteen (18) in the City of Leocompton

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 parties of the first part, has this day executed and delivered their certain promissory note in writing to said parties of the second part, of which the following is a copy:

\$350.00

(COPY)

Topeka, Kansas, October 14th, 1946.

We promise to pay to the order of A. W. Shuberg or Iva B. Shuberg, Three Hundred Fifty and No/100 --DOLLARS, in monthly payments as follows:

Forty (\$40.00) Dollars on December 15th, 1946; Forty (\$40.00) Dollars on February 15th, 1947, Forty (\$40.00) Dollars on April 15th, 1947; Forty (\$40.00) Dollars on June 15th, 1947; Forty (\$40.00) Dollars on August 15th, 1947; Forty (\$40.00) Dollars on October 15th, 1947; Forty (\$40.00) Dollars on December 15th, 1947; Forty (\$40.00) Dollars on February 15th, 1948 and Thirty (\$30.00) Dollars on April 15th, 1948, together with interest at the rate of five percent per annum from the 15th day of October 1946, on the amount of the principal remaining from time to time unpaid. Said interest to be paid semi-monthly at the same time of the principal payments and to be in addition to the payments on principal.

If any installment of this note is not paid when due, then the entire amount of the principal of this note, and interest, then unpaid shall be immediately due and payable at the option of the owner and holder of this note.

VALUE RECEIVED.

The makers of this note are to have the privilege of paying additional payment of Ten (\$10.00) Dollars or any multiple thereof, on the principal of this note, at any payment date.

Payable at Topeka, Kansas.

Harry Doel
Cleo Doel

NOW, If said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon shall and by these presents come due and payable at the option of the holder hereof, and said parties of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

Harry Doel
Cleo Doel

350.00
 Received by Harry Doel and Cleo Doel, his wife, the sum of Three Hundred Fifty and No/100 Dollars on October 14th, 1946, for the purpose of paying the mortgage on the premises described in the foregoing instrument. Witness my hand and seal this 16th day of October, 1946.
 Harold A. Beck, Register of Deeds

This release was written on the original mortgage entered this 6 day of June 1947
 Harold A. Beck, Register of Deeds