

MORTGAGE RECORD 89

necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part her heirs, executors, administrators, and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Three thousand Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in her own name, and the premium or premiums, costs, charges and expenses for effecting the same be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Wayne R. Johnson
Marguerite E. Johnson

State of Kansas,
County of Wyandotte, ss.

Be It Remembered, that on this 28 day of September A.D. 1946, before me the undersigned, a Notary Public in and for said County and State, came Wayne R. Johnson and Marguerite E. Johnson, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

F. M. McGonigle
Notary Public

(SEAL) My commission expires June 14, 1947.

Recorded November 4th, 1946 at 4:15 P.M.

Harold A. Beck Register of deeds

Receiving No. 30429

MORTGAGE RELEASE

I, the undersigned, Frank Whipple, the duly appointed, qualified, and acting executor of the estate of Grace Baldwin Schulz, deceased, who is the same person as the Grace E. Baldwin, mortgagee in a certain mortgage dated September 24, 1927, and recorded December 1, 1927, in Book 83 at Page 581 of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas, such mortgage securing the payment of the sum of \$3773.83 do now acknowledge that said mortgage has been fully paid and satisfied and is no longer a lien on the real estate described therein, to wit:

The Northwest Quarter of the Southwest Quarter in Section 9, Township 12, Range 19, also beginning at the Northwest corner of the East Half of the Southwest Quarter of Section 9; thence South 80 rods; North 26° East 1420 feet to the South line of the A.T. and S. F. Railway Company right of way; thence North 70°38' West along the South line of the East Half of the Northwest Quarter of Section 9; thence South 145 feet to the place of beginning, the first tract being 40 acres and the last tract being 10.80 acres, the last tract is known as Number 14 of Plat of Eben Baldwin estate in Douglas County, Kansas,

and
I do now authorized the Register of Deeds of Douglas County, Kansas, to release said mortgage of record.

Frank Whipple
As executor of the estate of Grace
Baldwin Schulz, deceased

STATE OF KANSAS
DOUGLAS COUNTY SS:

BE IT REMEMBERED, That on this 15th day of October, 1946, before me, the undersigned, a Notary Public in and for said County and State, came Frank Whipple, as executor of the estate of Grace Baldwin Schulz, deceased, to me personally known to be the same person who executed the foregoing instrument of writing, and that said Frank Whipple, as such executor, 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 June 5, 1950.

Olin K. Petefish
Notary Public

Recorded November 5, 1946 at 1:25 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 30464

PARTIAL RELEASE OF MORTGAGE

STATE OF KANSAS DOUGLAS COUNTY, SS:

KNOW ALL MEN BY THESE PRESENTS, That I, F. C. Whipple, Vice President of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated September 28, 1938, made and executed by May E. Laptad, a widow, Pauline M. Laptad Sample and Leo Sample, her husband, Robert P. Laptad and Melba Laptad, his wife, Agnes T. Laptad, unmarried, Marguerite Laptad Vinyard and Robert Vinyard, her husband, being the sole and only heirs of Paul R. Laptad, deceased of the first part, to The First 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 83, page 477, on the 10th day of October, A. D. 1938 is as to

The South 20 acres of the Southeast Quarter of the Southwest Quarter of Section 12, Township 12, Range 19.

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 my hand this 5th day of November, A. D. 1946

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE
F. C. Whipple, Vice President