

The debt secured by the mortgage herein recorded has been paid in full and said mortgage is hereby released and the lien thereby created is hereby discharged.
 Attest: *James B. Smith* Dec 1896
William Schoepflin
 B to his name

Signed and Acknowledged in my presence
James B. Smith
 Dec 1896

Register of Deeds

of One thousand five hundred and eighty four Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows to wit: The North East Quarter of Section No twelve (12). The North Sixty (60) Acres of the South East Quarter of Section No twelve (12). and the West half of the East half of the North West Quarter of Section No thirteen (13) all being in Township No fifteen (15) South of Range No Eighteen (18) East of the 6th P.M. and containing two hundred and sixty acres of land.

This mortgage is subject to a prior mortgage for three thousand dollars given by William Schoepflin and wife to John H. Adler dated December 1st 1891 with the appurtenances, and all the estate title and interest of the said parties of the first part therein. 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 against all claims whatsoever.

This grant is intended as a Mortgage to secure the payment of the sum of One thousand five hundred and eighty four dollars due and payable on or before two and three years from date thereof with interest thereon from date at six per cent per annum according to the terms of two certain promissory notes this day executed and delivered by said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as in said notes and in this instrument specified.

And the said parties of the first part hereby agree to pay all taxes and assessments levied and assessed against said premises before any costs or penalties shall accrue thereon in default whereof said party of the second part may pay such taxes and any penalties and costs which may have accrued thereon, and such taxes, penalties, costs shall from the date of payment be an additional lien under this mortgage, on said above described premises and shall bear interest at the rate of twelve per cent per annum. But if default be made in the payment of said notes or any part thereof, or any interest thereon, or of the taxes, then this conveyance shall become absolute and the whole amount specified in said notes and the interest thereon, and all taxes and insurance paid by said second party or his assigns, become and be due and payable, or not, at the option of said second party or assigns, said option to be exercised without any notice whatever, and it shall be lawful for the party of the second part his executors, administrators or assigns at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisement thereby waived or not at the option of the party of the second part his executors, administrators