

October 18-19 94

Received of Carl S. Rarick the sum of One hundred Fifty and No/100 Dollars, in consideration whereof I hereby acknowledge full satisfaction of the within mortgage, and release the within decided premises from the lien thereof.

This release was written on the original mortgage this 19th day of October 19 94
H. A. Black
Reg. of Deeds

Lodge F. Rarick

Sole Agent under the last will and testament of Carl S. Rarick, deceased.

In Presence of Ernest H. Hargy

of the second part, his heirs and assigns forever, against all persons claiming the same.

To have and to hold the same, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining forever, upon this express condition to-wit: That whereas said Carl S. Rarick and J. G. Rarick have this day executed and delivered their certain promissory note to said party of the second part, in words and figures as follows, viz:

\$150.00

Lawrence, Kansas, Oct. 31st 1896

On or before Nov. 1st 1897, after date for value received we promise to pay to the order of John H. Dunn One hundred and Fifty Dollars, at — with interest at 8 percent per annum from Nov. 1st 1896 until paid, payable semi-annually.

No —

Due —

Carl S. Rarick

(Signed)

J. G. Rarick

Now if said party of the first, his executors, administrators, or assigns, shall pay or cause to be paid to said party of the second part his executors, administrators or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the tenor and effect thereof, then this ^{present} 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 or levied against said premises or any part thereof are not paid when the same are made due and payable, or if said insurance is not effected, and if the policy and certificates are not assigned as aforesaid, then and upon failure of the said party of the first part to perform the foregoing provisions, covenants and agreements, or any or either of them, the whole of said sum, sums and interest thereon shall, at the option of the said party of the second part, become due and payable forthwith, whether due by the terms of said note or not, and said party of the second part shall be entitled to have and maintain his action in any court of competent jurisdiction for the recovery of the whole sum secured by this mortgage, and for all costs and expenses of such suit.

In Witness Whereof, the said party of the first part has