

*This following is endorsed on the original instrument:
The notes herein described having been paid in full, this mortgage is hereby released, and
the lien thereby created discharged.*

Signed, Susanna Kerns

Witness C. Frank Kerns

Witness J. Julia H. Kerns

Recorded March 24 - 1901.

Attest: William H. Rogers, Clerk of Court, Republic of Deeds, By Billie B. Spelman, Deputy.

This Indenture, Made this 2^d day of August A.D. 1898 between Frederick Mulsow and Mary Mulsow his wife, of Douglas County, in the State of Kansas, of the first part, and Susanna Kerns, of Douglas 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 Hundred and Seventy four Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey, unto said party of the second part her heirs and assigns, all the following described Real Estate, situated in the County of Douglas, and State of Kansas to-wit: The North Ten 10 acres of the South Forty acres of the West Forty five, (45) acres of the North West quarter of Section No. 35, Thirty five, Township Fourteen (14), Range Twenty (20). 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 Frederick Mulsow, and Mary Mulsow, have this day executed and delivered three certain promissory notes in writing to said parties of the second part, of which the following is a copy. One note of even date for \$58.⁰⁰ payable in one year and one note Due in Two years for \$58.⁰⁰ And one due in three years for \$58.⁰⁰ all drawing seven per cent. interest payable annually. Now if said parties of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and voids 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, and 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, become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said parties of the first part further agree, upon default of the above covenant and conditions, or any or either of them, to pay the sum of One Hundred and Seventy four Dollars, for the Mortgagee or her assigns, attorney's fees for the foreclosure of this mortgage, which sum shall be a lien upon said premises added to the amount of said obligation, and secured by these presents and shall be included in and operate as a part of the judgment upon foreclosure of mortgage. Appraisement waived. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written

*Frederick Mulsow
Mary J. Mulsow*

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