

For Release
See Book 75 - Page 207.

The following is enclosed as the original instrument known to all men by these presents that the Mortgage within named The State Savings Bank, Topeka Kans, do hereby acknowledge full payment of the note by the foregoing mortgage source and authorize the Register of Deeds of Douglas County Kansas to discharge the same of record. The within money of I have hereunto set my hand on this the 16th day of Sept A.D. 1904. ^{Copy} ^{sent} ^{to} ^{the} ^{Register} ^{of} ^{Deeds} ^{of} ^{Douglas} ^{County} ^{Kans} ^{on} ^{the} ^{16th} ^{day} ^{of} ^{Sept} ^{A.D.} ¹⁹⁰⁴ ^{Wm. M. F. Brown, Cash}

Recorded Sept 20th 1904.

Attest my hand.

Register of Deeds.

This indenture made this 22 day of March in the year of our Lord one thousand nine hundred by and between Maria Kupper and Gerhard Kupper her husband of the county of Douglas and state of Kansas, parties of the first part, and The State Savings Bank Topeka Kans, party of the second part: Witnesseth that the said parties of the first part, for and in consideration of the sum of nine hundred dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece or parcel of land lying and situate in Douglas County and state of Kansas, to wit: The south west fractional quarter of section six (6) in Township Thirteen (13) of Range eighteen (18) containing one hundred and thirty two and one half acres (132 1/2) more or less as per government survey. To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and unfeigned 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, its successors and assigns forever against the lawful claims of all persons whomsoever. Provided, always and this instrument is made, executed and delivered upon the following conditions, to wit: First Said Maria Kupper & Gerhard Kupper justly indebted unto the said party of the second part in the principal sum of nine hundred dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Maria Kupper & Gerhard Kupper and payable according to the tenor and effect of one certain First Mortgage Real estate note, numbered 425, executed and delivered by the said Maria Kupper & Gerhard Kupper bearing date March 22-1900, and payable to the order of the said ^{State} Savings Bank Topeka Kans: five years after date, at The State Savings Bank, Topeka Kans at its office, with interest thereon from date until maturity, at the rate of six per cent. per annum, payable semi-annually, on the 22 days of Sept. and March in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by 10 coupons, attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank Topeka Kans, at The State Savings Bank, Topeka Kans, at its office. Second: Said parties of the first part hereby agreed to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be added out the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not