

In consideration of the payment of the debt named therein, I do hereby release the mortgage made by William S. Stewart to me, and which is recorded in Book 4 page 448 of the records of Douglas County, Kansas. Witness my hand and seal this 14 day of January 1886.

Geo. L. Farrell

On this 14 day of January A.D. 1886, before me, a Notary Public, in and for said County, personally came John L. Farrell to me personally known to be the identical person whose name is affixed to the above release as creditor, and acknowledged that execution of the same to be his voluntary act and deed.

Witness my hand and official seal the day and year last above written.

Geo. L. Farrell, Notary Public.

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premises are free from any incumbrance; that he has full right-power and authority to sell the same and he will warrant and defend the title unto the said party of the second part his heirs and assigns against the claims of all persons whomsoever lawfully claiming the same.

And the said Margaret J. Stewart wife of the said William S. Stewart hereby releases and relinquishes all her right of dower and of homestead in and to the foregoing described premises. Provided, always and these presents are upon this express condition that if the said William S. Stewart or his heirs executors or assigns shall pay or cause to be paid to the said John L. Farrell his heirs executors or assigns the sum of Two hundred dollars on the first day of November 1883. Two hundred and fifty dollars on the first day of November 1884. Two hundred and fifty dollars on the first day of November 1885. Two hundred and fifty dollars on the first day of November 1886 and One hundred and fifty dollars on the first day of November 1887 with interest thereon at the rate of seven per cent per annum payable annually the same being part purchase money of above described land according to the tenor and effect of the certain promissory notes of the said Wm. S. Stewart bearing even date with these presents then these presents to be void otherwise to be and to remain in full force and virtue. The said first parties agree that if the maker of said notes shall fail to pay the same or any of them or interest thereon when the same become due the said second party or any legal holder hereof shall be forthwith entitled at his option to foreclose this mortgage for the whole amount of said notes with interest and to the immediate possession of the above described premises and may at once take possession and receive and collect the rents issues and profits thereof. For value received the said parties of the first part do hereby expressly waive an examination of said real estate should the same be sold under execution order of sale or other final process also all benefits of the stay valuation or appraisement laws of the State of Kansas and do agree that the contract embodied in this mortgage and the notes secured hereby shall in all respects be governed construed and adjudged according to the laws of Kansas where the same is made. The said first party agrees to pay all taxes and assessments levied upon said real estate before the same become delinquent and if not paid the holder of this mortgage or his assigns may at his or their option only and without notice to said first party or any other party declare the whole sum of money herein secured