

The following is entered with the original instrument,
 I certify that the mortgage within named, has been fully paid, and that the title to the land is clear.
 By Eric C. Chambers,
 Register.

recorded May 17-1861.
 Attest, Washington May 17-1861.
 John B. Shurtz,

This Mortgage Made this 26 day of March in the year of our Lord One Thousand Nine Hundred and six by and between Martin C. Scholer and Marie Scholer his wife of the County of Jackson and State of Missouri parties of the first part and Levi W. Webb party of the second part;

Witnesseth, That said parties of the first part, for and in consideration of the sum of three thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tracts, pieces and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit: All of Lot Seven (7) in Wilder's Addition to the City of Lawrence.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; provided always, and this instrument is made, executed, and delivered upon the following conditions, to-wit: Whereas Martin C. Scholer and Marie Scholer his wife, the said parties of the first part have this day made, executed, and delivered to the said party of the second part Four Promissory Notes of even date herewith, by which they promise to pay to the said Levi W. Webb, or order, for value received, Three Thousand (\$3000⁰⁰) - $\frac{100}{100}$, One note for \$200⁰⁰ and one for \$800⁰⁰ both due in one year after date - One note for \$1000⁰⁰ due two years after date and one note for \$1000⁰⁰ due three years after date, all with interest at six per cent payable semi-annually.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums, and interest shall, at the option of said party of the second part, or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment, for the sum due upon said notes, and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part their heirs and assigns, and all persons claiming under them, at which sale appraisement of said property is hereby waived by said parties of the first part. And all benefits of the Homestead,