

(The following is endorsed on the original instrument)

#490.

Recorded Nov. 15th 1911

Filed in Lawrence
Register of Deeds
Nov. 15th 1911

Received of Mary E. Bryant by J. P. Quinick, the legal owner of the
note secured by the within mortgage, the sum of \$400 hundred, with interest,
dollars in full satisfaction of said mortgage, which is hereby discharged.
J. P. Quinick

Printed Nov. 13, 1911

This Indenture, Made this 10th, day of May A. D. , 1907, between Mary E. Bryant and Samuel Bryant her husband of Douglas County, in the State of Kansas, of the first part, and Peoples State Bank, of Lawrence, Kansas, of the second part: Witnesseth, That said parties of the first part, in consideration of the sum of Four Hundred 00/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, all the following described real estate , situated in the county of Douglas and State of Kansas, to-wit: Lot Numbered One Hundred Three (103) Delaware Street City of Lawrence, and Lot Number One Hundred Three (103) Earls Addition to City of Lawrence. TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever. Provided Always, And this instrument is made, executed and delivered upon the following conditions , to-wit: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four Hundred 00/100 Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date May 10th, 1907 and payable to the order of the said party of the second part, on the 10th, day of May 1912 with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 10th. days of May and November in each year , and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure said real property for the period of this loan for at least Four Hundred Dollars, for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest; and also agree to have any release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum 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 and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole of said sum and sums, and interest thereon, shall, without notice, and by these presents, become due and payable at the sole option of the holder, hereof, and said party of the second part shall be entitled to the possession of said premises.

(For assignment see Book 54, Page 136)

(The following is endorsed on the original instrument)
Known all men by these presents, that the State Savings Bank, Topeka, Kans. at its meeting on the 10th day of May 1911, acknowledged full payment of its note by the foregoing mortgage secured in and to the State Savings Bank, Topeka, Kans. and the same is hereby discharged and the same is hereby acknowledged by the undersigned.
J. P. Quinick