

THIS FOLLOWING IS ENDED ON THE ORIGINAL INSTRUMENT

Recorded July 22 1913
R M McConnel
Register of Deeds
Robert Vogl the mortgagee within named, does hereby certify that the within mortgage is fully paid, satisfied and discharged, and authentic. He Register of Deeds of Douglas County, Kansas, to discharge the same of Record. Dated at Olaton Kan. May 17-1913
In presence of
James J. Connelly, Earnest Ruth of Olaton, New York

This Mortgage, Made this 16th day of July in the year of Our Lord One Thousand Nine Hundred and Ten by and between William B. Roberts and Calle I. Roberts his wife of the county of Jackson and State of Missouri parties of the first part, and Robert Vogl party of the second part. Witness, That said parties of the first part, for and in consideration of the sum of Seven Thousand & no/100 (\$7000.00) 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 piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:
All of the South West Quarter of Section Thirty Four (34) Township Twelve (12) Range Twenty One (21) East of the Sixth P.M. except right of way of the Atchison, Topeka and Santa Fe Rail Road Company.
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, William B. Roberts and Calle I. Roberts, the said parties of the first part have this day made, executed and delivered to the said party of the second part their Promissory Notes of even date herewith, by which they promise to pay to the said Robert Vogl or order, for value received Seven Thousand & no/100 \$7000.00 Dollars, As evidenced by five promissory of even date herewith Two of said notes are for the sum of Two Thousand & no/100 (\$2000.00) Dollars each and three of said notes are for the sum of One Thousand (\$1000.00) Dollars each, all of said notes are payable three years after date with interest at rate of five per cent per annum from date payable semi annually. Principal and interest payable at the State bank of Eudora, Kansas. (Said right of way of said Railroad was formerly known as the right of way of the St. Louis, Lawrence & Denver Railroad Company and of the Kansas City, Topeka and Western Railroad Company) Now, If the said William B. Roberts and Calle I. Roberts 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 becomes 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 sums due upon said note and the additional sums paid by virtue of this mortgage, and all costs and