

THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT

Recorded July 22 1913
Alfred L. Lawrence
Register of Deeds
R. M. McConnelly
County
In presence of
James J. Connelly, Ernest Ruth of Pactor, New York
Robert Vogl, the mortgagee within named, does hereby certify that the within mortgage
is fully paid, satisfied and discharged, and authorize the Register of Deeds of Douglas
County, Kansas to discharge the same of Record. Witness my hand and seal of office at Pactor, Kan. May 17-1913

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 ac-
knowledged, 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
tract,
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 appurte-
nances 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 deliver-
ed 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 deliver-
ed 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 inter-
est payable at the State bank of Eudora, Kansas. (Said right of way of said Rail-
road 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, adminis-
trators 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