

premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises; In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure. In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Albert E. Smith
Ida C. Smith

State of Kansas, Douglas County, SS. Be it remembered, That on this 20th day of January A.D. 1911, before me, the undersigned, a notary Public, in and for the County and State aforesaid, came Albert E. Smith and Ida C. Smith who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal the day and year last above written.

My commission expires October 14 1911. (SEAL) Eva H. Neville, Notary Public.

Recorded Jan. 23rd A.D. 1911 at 9:35 A.M.

Hoyd L Lawrence
Register of Deeds.

State of Kansas, Douglas County, SS. KNOW ALL MEN BY THESE PRESENTS? That I, W. E. Spalding of the county and state aforesaid, do hereby certify, that a certain indenture of Mortgage dated January 5th 1910, made and executed by W.S. McNeill and Tressa J. McNeill, his wife, of Corning, Nemaha county, Kansas, of the first part, to W. E. Spalding of the second part, and recorded in the office of the register of Deeds of Douglas County, in the state of Kansas, in volume One, page 437, on the 8th day of January, A.D. 1910; is as to Lots Nos. 2 - 3 - 4 - 5 - 6 - 10 - 53 - 54 - 59 - 60 - 83 and 84. All situated in the Fairgrounds Addition an addition to the city of Lawrence Douglas County Kansas according to the recorded plat thereof in Douglas County, Kansas, fully paid, satisfied, released, discharged This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hands this 9th day of January A.D. 1911.
W. E. Spalding

*The following is endorsed on the original instrument:
For Value Received The within Mortgage is hereby released*