

Kansas, in said County, the day and year last above written.

My commission expires March 26th 1914. (SEAL) W.H. Justice, Notary Public.

RECORDED MARCH 10, 1913 AT 2:30 P.M.

*Lloyd L. Lawrence*  
Register of Deeds.

THIS MORTGAGE, Made this 4th day of December 1912, by August J. Koehler, unmarried, of the County of Douglas and State of Kansas, party of the first part, to W.M. Forbes & Co., at Topeka, County of Shawnee and State of Kansas, parties of the second part:

WITNESSETH: That said party of the first part, in consideration of the sum of Sixty Seven and 50/100 Dollars, to them in hand paid, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows: The South Half  $\frac{1}{2}$  of the North West Quarter (NW $\frac{1}{4}$ ) of Section Two (2) Township Thirteen (13) and Range Seventeen (17) in Douglas County Kansas, To Have and to Hold the Same, Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining, forever, free and clear of all incumbrance, except a Mortgage of even date herewith for \$900.00 in favor of Markham and Schaellopf,

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered ten certain promissory notes in writing to said party of the second part, each for the sum of \$6.75 due on the 1st day of January and July in each year for five consecutive years, the first note falling due on the 1st day of July, 1913, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of W.M. Forbes & Co., Topeka Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said W.M. Forbes & Co., in securing a loan for said party of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. When all of said notes shall have been fully paid, then this mortgage shall be wholly discharged and void, and shall be released by party of the second part, its successors or assigns. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes, and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered, all appraisalment and exemption laws being hereby expressly waived. If judgment be rendered for foreclosure of this mortgage, it shall be that the whole of the said real estate

*For Release see Book 77 Page 529  
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