

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by James A. Willey and wife to Chester C. Hayes and duly assigned to Geo. B. Hayes, which mortgage was dated the Eighteenth day of November, A.D. 1904, which is recorded in Book "42" of Mortgages, Page 491, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 17th day of November, A. D. 1913.

By George B. Hayes,  
By Edward G. Hayes, as Atty in fact.

State of New York,

SS:

Ontario County,

BE IT REMEMBERED, That on this 17th day of November A.D. 1913, before me, a Notary Public in and for said County and State, came Edward G. Hayes, Attorney in fact for George B. Hayes to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission expires March 30, 1915.

J. Edward Dayton, Notary Public.

Recorded Dec., 1st., A.D. 1913, at 4:35 P.M.

Floyd L. Lammie  
Register of Deeds.

By Geo. B. Hayes, Deputy

THIS MORTGAGE, made the 11th day of November A.D. 1913 Between Daniel W. Terry and Mary S. Terry, Husband and Wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of Two Thousand and no/100 Dollars, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the 18th day of November, A.D. 1918, being principal note, which note bears interest from November 18, 1913 at the rate of five per cent. per annum, payable semiannually, and evidenced by ten interest notes of even date therewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent. per annum, payable annually, until paid, and made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at its office in Newark, New Jersey.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and Agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit: The South One Hundred (100) Acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-seven (27), in Township Fourteen (14), South of Range Twenty (20), East of the Sixth Principal Meridian, containing One Hundred (100) Acres.

AND the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the state of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least \_\_\_\_\_ dollars, for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured. And it is further provided and agreed by and between said parties hereto that if default shall be made in payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not paid before the same shall become delinquent; or upon failure on the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or time shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid with interest thereon at the rate of ten per cent per annum from date of payment shall

Recorded

July 17th 1914

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