

at the office of said company in Lawrence, Kansas, or such other place as the legal holder of the principal note in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the building in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amount paid therefore, with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part does further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt immediately due and payable, and thereupon or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.

E. E. Stauffer
Elizabeth B. Stauffer

State of Kansas, County of Douglas, SS.

On this 16th day of January A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. E. Stauffer & Elizabeth B. Stauffer, his wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My Commission expires June 1st 1916. (SEAL)

L. T. Clement, Notary Public.

Recorded Jan. 16th A.D. 1914 at 3:36 P.M.

Lloyd 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 May Sixteenth, 1911, made and executed by E. W. Sellards and Winnie Sellards, his wife of the first part, and 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 48, page 370, on the 14th day of August, A.D. 1911, is as to Lot Eleven (11) and Lot Twelve (12) in Block Eleven (11) and Lot Six (6) in Block Eight (8) and Lot Fifteen (15) in Block Thirteen (13) in University Place, an addition to the City of Lawrence, 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 my hand this 17th day of January A.D. 1914,
State of Kansas, W. E. Spalding.

SS:

Douglas County, Be It Remembered, that on this 17th day of Jan. A.D. 1914. Before me, the undersigned, a Notary Public in and for said County and State, came W. E. Spalding who is personally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

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

Term Expires May 21 1914. (SEAL)

C. B. Hosford, Notary Public.
Douglas County, Kansas.

Recorded Jan. 17th. A.D. 1914, at 11:50 o'clock A. M.

Lloyd L. Lawrence
Register of Deeds,

By Geo. C. Hefel Deputy

The following is mortgage upon the original instrument. The note secured by this mortgage has been paid in full & this mortgage is hereby released & cancelled this 19th day of January A.D. 1914.
L. C. Hefel, Notary Public.

(Corp Seal)

Barner Lawway Trust Company.
Geo. C. Hefel, Secy.

Recorded Jan. 22nd 1914
Lloyd L. Lawrence
Register of Deeds.