

specified for the payment thereof, or in case of the non-payment of any taxes as aforesaid, or failure to keep the buildings insured, or the breach of any of the covenants or agreements herein contained, to be kept and performed on the part of mortgagor, then and in that event, at the option of the mortgagee, its successors and assigns, (notice of the exercise of which option is hereby waived) the whole of the principal and interest of said notes, or such of them as are at that time unpaid, shall be and become immediately due and payable, and mortgagee, its successors or assigns, may proceed to foreclose this mortgage by advertisement and sale or by suit in court, as may now or hereafter be provided by law, and the benefit of all valuation and appraisal laws is hereby waived. The proceeds of such foreclosure sale shall be applied: (1) to the payment of all costs and expenses of foreclosure, and attorney's fees as aforesaid; (2) to the payment of any and all valid prior liens, taxes or insurance on said premises which may have been or shall be paid or assumed by mortgagee, its successors or assigns; (3) to the payment to mortgagee, its successors or assigns, of the principal and accrued interest of all of said principal debt and notes which are at that time unpaid; (4) the residue, if any there be, shall be paid to the mortgagor, his heirs, executors, administrators or assigns. It is understood and agreed that at any foreclosure sale hereunder any party named herein, or any other person, may become the purchaser of the said mortgaged premises.

And in consideration of \$1.00 and other good and sufficient consideration to her paid at date hereof by said M. Rumley Company, receipt of which she hereby acknowledges said Callie L. Hertzoz wife of M. H. Hertzoz hereby conveys and mortgages to said M. Rumley Company according to the covenants and terms above set forth and for the principal amount and interest above specified all her right, title and interest, community by joint tenancy or otherwise in and to said real estate, and hereby releases to said M. Rumley Company all right of homestead and dower to which she is or may become entitled. The words "mortgagor" and "Mortgagee" herein are understood to apply to all the parties hereto, be they one or more and male or female, respectively, and the rights, benefits and obligation herein stipulated and contained shall inure to and be obligatory upon each and all of said parties, their successors, heirs, executors, administrators and assigns.

In Witness Whereof, said mortgagors have hereunto set their hands and seals the day and year first aforesaid.

M. H. Hertzoz (SEAL)
Callie L. Hertzoz (SEAL)

State of Kansas, Douglas County, SS.

I, C. E. Lindley, Probate Judge, within and for the State and County aforesaid duly authorized and qualified to take and certify to acknowledgments of deeds and mortgages of real estate, do hereby certify that on this 17th day of April A.D. 1914, personally appeared before me William Hertzoz and Callie L. Hertzoz, his wife, personally known to me, to be the identical persons described in and who executed the foregoing mortgage as mortgagors, and severally acknowledged the same to be their free and voluntary act and deed for the purposes therein mentioned.

Witness my signature and official seal hereunto affixed, the day and date last above written. (SEAL) C. E. Lindley, Probate Judge Residing at _____ IN said County.
Recorded April 21st A.D. 1914 at 4:20 o'clock P.M.

Wm L. Lawrence
Register of Deeds.

This Indenture, Made the first day of April A.D. 1914, between Henry Rohe and Edith M. Rohe, husband and wife, of the County of Douglas and state of Kansas, hereinafter known as the party of the first part, and Commerce Trust Company, a corporation of Kansas City, Missouri, party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of Five Thousand & no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell, convey and confirm to the said party of the second part its successors and assigns, the following described real estate, in the county of Douglas and state of Kansas, to-wit:- The North East Quarter of Section Eighteen (18), Township Fourteen (14) Range Twenty-one (21) East, To Have and to Hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that that will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Five Thousand & no/100 Dollars, for money borrowed according to the tenor and effect of one certain principal promissory note numbered 2653, bearing even date herewith, for the sum of Five Thousand & no/100 Dollars, (\$5000.00) payable on the first day of May 1919, with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum, payable semi-annually on the first days of May and November in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part its office in Kansas City, Missouri, in lawful money of the United States of America. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity. Privilege is reserved to pay \$1000.00 or any multiple thereof, in two years, or on any interest paying date thereafter, on giving 30 days prior written notices.

*for assignment to Book 574, Page 254
for Release see Book 65 Page 197*