

In Consideration of the payment of the debt named therein, I Adolph Lotz Jr. Administrator of the estate of George Hausman, deceased, hereby release the mortgage made by Howard D. Sheppard and Susie O. Sheppard to George Hausman, and recorded in Book 51 of Mortgages, at page 106, in the office of the Register of Deeds of Douglas County, Kansas.

As Witness my hand this 2nd day of July A.D. 1914.

Adolph Lotz Jr. Adm. of the
estate of George Hausman dec.

State of Kansas, County of Douglas, SS.

On this 3d day of July 1914 before me, a N.P., in and for said County and State came Adolph Lotz, Administrator to me personally known to be the same person who executed the foregoing release and duly acknowledged the execution thereof.

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

My commission expires on the 16 day of January 1915. (SEAL) Chas. C. Eilla, Notary Public.

Recorded July 7th A.D. 1914, at 3:00 o'clock P.M.

W. L. Lawrence
Register of Deeds,
Geo. L. Nye Deputy.

This Indenture, made this 30th day of June A.D. 1914, Between Cora E. Ernst and Lee G. Ernst her husband of the County of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Bohanan County, Missouri, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Thirty Two Hundred Dollars in hand paid, the receipt whereof is hereby acknowledged, do 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 South half of the Northeast Quarter of Section Sixteen (16) in Township fifteen (15) of Range Twenty one (21) containing 80 acres,

To Have And To Hold the same, with the 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 covenant 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 incumbrances; and that they 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 Thirty Two Hundred Dollars, on the first day of July, A.D. 1919, with interest thereon at the rate of Six per cent. per annum, payable on the first day of January and July in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of said Company, in St. Joseph, Missouri; 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 party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do 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, any costs, charges, or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for nonpayment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$_____ in insurance companies acceptable to the said party of the second part, its successors or assigns, and 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 amounts paid therefor, 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 party of the first part do 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 hereby secured 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 immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Cora E. Ernst
Lee G. Ernst.

The following is endorsed on the original instrument:

Bartlett Brothers Land and Loan Company, the mortgagee with its names, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and withholds the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

In Witness Whereof, the said Company has caused these presents to be signed by its Vice President and its company and its official seal to be hereunto affixed this 3rd day of July A.D. 1914.

(Seal of Bartlett Brothers Land and Loan Company)

Recorded July 28 1914

W. L. Lawrence
Register of Deeds

Recorded

W. L. Lawrence

51578

Recorded of Mortgages of Douglas and St. Joseph, Kansas

and has been duly acknowledged by the mortgagor with its names, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and withholds the Register of Deeds of Douglas County, Kansas, to discharge the same of record.