

The following is enclosed in the original instrument:

Know all men by these presents, that The State Savings Bank, Topeka, Kansas, the mortgagee herein named, do hereby acknowledge full payment of the note by the foregoing mortgagee, secured and authorized by the Register of Deeds of Douglas County, Kansas, to discharge the same of record, and the said bank has not and never will not receive any further payment of the same. (C.D. 1918.)  
 The State Savings Bank, Topeka, Kansas.  
 By J. D. Coville, Cashier.

Recorded April 20, 1918.

Estelle J. Pollock

This Indenture, Made this first day of July in the year of our Lord one thousand nine hundred and fourteen by and between W. P. Yost and Mary L. Yost (his wife) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred Dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all the following described tract, piece or parcel of land, lying and situate in Douglas county and State of Kansas, to-wit:

The South Eighty acres of the North One hundred thirty acres of the Northwest one quarter of Section number two (2) township number twelve (12) range number seventeen (17).

To Have And To Hold The Same, With all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First.- Said grantors are justly indebted unto the said party of the second part in the principal sum of Six hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain Second Mortgage Real Estate Note No. 2184 executed and delivered by the said grantors bearing date July 1st 1914 payable to the order of The State Savings Bank, Topeka, Kansas, Three and one half years after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi-annually, on the first days of January and July in each year, and ten per cent per annum after maturity, the installments being further evidenced by seven coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Second.- Said parties of the first part hereby agree to pay all taxes and assessments levied upon premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured; with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third.- Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and to abstain from commission of waste on said premises until the note hereby secured is fully paid.

Fourth.- Said parties of the first part hereby agree to procure and maintain policies of fire and tornado insurance on the buildings erected or to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Fifteen hundred (each) Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may delivery said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

Fifth.- Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.