

Know All Men by these Presents, that in consideration of the full payment of the debt secured by a mortgage executed by Eliza Miller to Wm. T. Sinclair, dated the 9th day of June, A.D. 1913, and which is recorded in Book 52 of Mortgages, page 79 of the records of Douglas County, Kansas, and which mortgage was duly assigned by Wm. T. Sinclair to the undersigned John W. McAuley on the 9th day of June, 1913, and which assignment was duly recorded in Book 51 of Mortgages at page 460 of the Records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the mortgage is hereby released.

Dated this 2nd day of April, A.D. 1915.

Witness, Jennie A Gifford.

John W. McAuley.

State of New York, Washington County, ss.

Be it remembered that on this 2nd day of April, A.D. 1915 before me the undersigned, a Notary Public, in and for said County and State aforesaid, came John W. McAuley who is personally known to me to be the same person who executed the foregoing instrument of writing and release of mortgage and 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.

My commission expires March 30th 1917. (SEAL)

John P. Gifford, Notary Public.

Recorded April 2nd. A.D. 1915, at 2:12 o'clock P.M.

D. L. Lawrence
Register of Deeds,
E. C. V. [Signature] Deputy.

This Indenture, Made and executed this sixth day of April A.D. nineteen hundred and fifteen by and between Fred Gregory and Irene M. Gregory, husband and wife of the County of Douglas, and State of Kansas, party of the first part, and Augustus Zahner, of the State of Kansas, party of the second part:

Witnesseth, That the said party of the first part for and in consideration of the sum of Sixty-five hundred (\$6500.00) Dollars, paid by the said second party, the receipt of which is hereby acknowledged, mortgage and warrant unto the said second party his heirs or assigns, forever, the certain tract or parcel of real estate, situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Southwest quarter of Section Thirty-six (36) and the North half of the Southeast quarter of Section Thirty-six (36), all in Township Twelve (12), Range Eighteen (18) East of the Sixth Principal Meridian, containing Two Hundred and Forty (240) acres, more or less.

To secure the payment of a debt evidenced by certain promissory notes of even date herewith signed by Fred Gregory and Irene M. Gregory of said first party, and payable to the said second party, more fully described as follows:

One principal note for the sum of Sixty-five hundred Dollars, (and being for the principal sum loaned), payable ten years after date (or in partial payments prior to maturity, in accordance with the stipulation therein) with interest at the rate therein specified and evidenced by coupon notes.

The said first party hereby covenant and agree with the said second party, his heirs or assigns, as follows:

First.-To pay all taxes, assessments and charges of every character which are now or which hereafter may become lien on said real estate; and if not paid, that the holder of this mortgage may pay such taxes, liens or assessments (of which payment, amount and validity thereof, the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

Second.-To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the palace, and such as shall be necessary for firewood for the use of the grantor's family.

Third.-To keep, at the option of said second party, the buildings on said premises insured in some joint stock fire insurance company, approved of by the said second party for the insurable value thereof, with usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent per annum, shall be immediately due and payable, and shall be secured by this mortgage.

Fourth.- If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform or comply with any of the foregoing covenants or agreements; or if the title of mortgagor is other than fee simple, free an unincumbered; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed.

Fifth.-That the contract embodied in this mortgage shall in all respects be governed, construed and adjudged according to the laws of Kansas.

Sixth.-That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver to be applied, under the

Recorded April 16, 1915
D. L. Lawrence
Register of Deeds

The following is contained on original instrument:
He has paid by the mortgagee herein being loaned, and the mortgagee hereby attested the Register of Deeds of Douglas County, State of Kansas, is hereby authorized to cancel the same of record.
Dated this 1st day of April, 1915.
Augustus Zahner