

In consideration of full pay-  
ment of the within mortgage I  
hereby release the same this

Attest.

The note herein described having been paid, and the money due is hereby released and the receipt is hereby acknowledged, this 23rd day of December, A. D. 1916.

Monckton Loan & Savings Bank  
INCORPORATED

*J. G. Whipple, Cashier.*

this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said notes and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. *[assessments levied and taxes paid]*

*Whereas* it said Henry Rohe and Edith M. Rohe shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which <sup>are</sup> may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum or sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and for foreclosure of this mortgage.

And the said parties of the first part for themselves and for their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except the above mentioned mortgage of \$5000.00 which is given to the Commerce Trust Company, Dated April 1<sup>st</sup> 1914 and due May 1<sup>st</sup>, 1919, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Henry Rohe  
Edith M. Rohe.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 19th day of October A.D. 1915 before me, C. F. Richards a Notary Public in and for said County and State, came Henry Rohe and Edith M. Rohe, his wife to be personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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 April 4th, 1918(SEAL) C. F. Richards, Notary Public.

Recorded October 21st., A.D.1915, at 9:11 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. C. Neget  
Deputy.

THIS INDENTURE, Made this 22nd day of October, 1915 between Ellis T. Johnston and Gertie K. Johnston, his wife of Douglas County, in the State of Kansas of the first part, and Merchants Loan and Savings Bank, Lawrence, Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two hundred fifty Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

LOT number One hundred four (104) New Jersey Street in the City of Lawrence,  
TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, here-  
ditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, And these presents are upon the express condition, that whereas said parties of the first part have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Two Hundred fifty Dollars bearing even date herewith, payable at the Merchants National Bank, Lawrence, Kansas, in equal installments of Two hundred and fifty Dollars each, the first installment payable on the 21st day of April 1916,

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$700.00 with interest thereon at the rate of six per cent. payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured thereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage, and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.

Appraisement waived at option of mortgagee.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described