

be credited in such computation of interest, as partial payments thereof,

Fifth, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receivers costs and expenses, and may discharge all duties of a receiver.

Sixth, and it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under and are to be construed by laws of the State of Kansas.

Seventh, And it is further agreed that if proceedings are commenced to foreclose this mortgage, parties of the first part agree to pay a reasonable attorney's fee, to be fixed by the court.

The foregoing conditions being fully performed this conveyance shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands

William H. Banning  
Ethel L. Banning.

State of Kansas, County of Douglas, SS.

On this 17th day of February 1916 before me a Notary Public, duly commissioned and qualified for and residing in said County, personally came William H. Banning and Ethel L. Banning, his wife to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

My commission expires March 11, 1916 (SEAL) Arthur M. Spalding, Notary Public.

Recorded Feb'y. 17th., A.D. 1916, at 3:40 o'clock P.M.

Flora L. Lawrence  
Register of Deeds,  
Geo. B. Wright Deputy

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by a Mortgage upon the following described real property, situated in Eudora, in Douglas County, in the State of Kansas, to wit:

The West half ( $\frac{1}{2}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) of Section Number Nine (9) Township Number Thirteen (13), South of Range Number Twenty-one (21), East of the Sixth (6) Principal Meridian, containing Eighty (80) Acres more or less, wherein J. E. Haverty and Sadie J. Haverty his wife, are grantors, and George H. Tegder and Adeline E. Tegder are grantees, and dated February 20th., 1915, a Mortgage of which is recorded in volume 52, page 501, in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied, in consideration of which said Mortgage is hereby released. Dated Buffalo N. Y. January 24, 1916.

Witness:

Louis Braunlein.

Adeline E. Tegder  
George H. Tegder

State of New York, County of Erie, City of Buffalo, SS.

BE IT REMEMBERED, That on this 24th day of January A.D. 1916, before me, the undersigned, a Commissioner of Deeds in and for the said City, in the County and State aforesaid, came George H. Tegder, personally, who is personally known to me to be one of the same persons described in and who executed the within instrument of writing, and such person to me duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand, the day and year last above written.

My commission expires December 31st, 1916 Louis Braunlein, Commissioner of Deeds,  
Buffalo, N. Y.

State of New York, County of Erie, SS:

I, John H. Meahl, Clerk of the County of Erie, and also Clerk of the Supreme and County Courts for said County, the same being Courts of Record, do hereby certify that Louis Braunlein whose name is subscribed to the certificate of the proof, acknowledgement or affidavit of the annexed instrument in writing, was, at the time of taking such proof, acknowledgement or affidavit, a Commissioner of Deeds in and for the City of Buffalo, in said County, duly commissioned and sworn and authorized to take and certify the same; and further, that I am well acquainted with the hand writing of such Commissioner of Deeds, and verily believe the signature to the said certificate of proof, acknowledgement or affidavit is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County and Courts at Buffalo this 24th day of Jan, 1916.  
No. 107. (SEAL) (10¢ rev. stamp)

State of Kansas, Sumner County, SS.

BE IT REMEMBERED, That on this 30th day of January A.D. 1916 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Adeline E. Tegder who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

My commission expires October 21st 1916 (SEAL) M. R. McLean, Notary Public.

Recorded Feb'y., 19th., A.D. 1916, at 9:20 o'clock A.M.

Flora L. Lawrence  
Register of Deeds,  
Geo. B. Wright Deputy

Recorded February 15, 1916  
Ethel L. Banning  
Register of Deeds

See following is entered on the original instrument  
This mortgage was by these parties, that on the 20th day of February, 1915, the mortgage  
was made to the said parties, and the same was acknowledged by the said parties  
in the presence of the undersigned, and the same was recorded in the office of the  
Register of Deeds of Douglas County, Kansas, in volume 52, page 501, and the same  
is hereby released. Dated Buffalo N. Y. January 24, 1916.  
In testimony whereof, I have hereunto set my hand and affixed the seal of said  
County and Courts at Buffalo this 24th day of Jan, 1916.  
No. 107. (SEAL) (10¢ rev. stamp)