

be released at the expense of the party making such payment.

If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said Bond shall bear interest from date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said Bond, with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said Bond for taxes, assessments, insurance and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holders of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands and seals this first day of March, A.D. 1916.

Signed in presence of
C. H. Tucker.

Frank W. Mattoon (SEAL)
Irene E. Mattoon (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, that on this first day of March 1916 before me, the undersigned a Notary Public, in and for said County and State, came Frank W. Mattoon and Irene E. Mattoon husband and wife who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly acknowledged the execution of the same.

WITNESS my hand and official seal the day and year last above written.
My commission expires April 10 1919. (SEAL)

A. F. Plinn, Notary Public in and for
Douglas County, Kansas.

Recorded March 2nd., A.D. 1916, at 11:00 o'clock A.M.

D. L. Lawrence
Register of Deeds,
G. B. Hugel
Deputy.

Lewis Simpson, widower to C. H. Spencer. Mortgage dated January 23 1902 for \$1500. Recorded Jan. 23 1902 Mortg Book 38 page 217 on the North fifty-seven (57) acres of the Southwest Quarter of Sec. No. 18 Township 13 Range 19 Douglas County Kansas.

We the undersigned Mary H. Spencer and D. H. Spencer children and only surviving heirs at law, and both of full legal age of C. H. Spencer (now deceased) the mortgage named in the mortgage above described, do hereby certify and acknowledge that the debt by said mortgage secured was fully paid several years ago, and that we do not claim, nor have we or any other person, any lien upon said land by reason of said mortgage.

Witness our hands this ___ day of April A.D. 1914.

Mary H. Spencer
D. H. Spencer.

Subscribed and sworn to before me this 29th day of February 1916.

My term of office expires Jan 10-1920. (SEAL) Ina S. Spencer, Notary Public.

Recorded Mar., 3rd., A.D. 1916, at 11:00 o'clock A.M.

D. L. Lawrence
Register of Deeds,
G. B. Hugel
Deputy.

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Recorded

March 2nd 1916

8:00 AM

Received of Frank W. Mattoon
the sum of \$100.00
and 25 Dollars, in full
of the debt by said mortgage secured.

for assignment of said March 22 1916

3/24/19