

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 part of the second part, or the legal holder or holders of said note, may deliver said policy to the said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

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 to conform to 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 the benefit of the Homestead, Exemption and Stay laws of the State of Kansas.

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

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Executed and delivered in presence of

W. M. Clark.

W. C. Markham

Carrie H. Markham

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, that on this 18th day of April, A.D. Nineteen Hundred Sixteen before me, the undersigned, a Notary Public in and for said County and State, came W. C. Markham and Carrie H. Markham, husband and wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My Com. Exp. May 15/1919 (SEAL) W. M. Clark, Notary Public, Douglas County, Kansas.

Recorded May 10th., A.D. 1916, at 11:10 o'clock A.M.

Wm. L. Lawrence
Register of Deeds,
Geo. B. Nitz
Deputy.

In consideration of the payment of the debt named therein, I release the Mortgage made by William E. Kruse and Annetta R. Kruse, his wife to me which is recorded in Book 50 of Mortgages, page 147 of the records of Douglas County, Kansas.

WITNESS my hand this 16th day of September 1915.

Emma F. McClaughry, formerly
Emma F. Madden.

State Illinois, County of Will, SS.

On this 16th day of September A.D. 1915, before me a Notary Public in and for said County, personally came Emma F. McClaughry, formerly Emma F. Madden to me personally known to be the identical person whose name is affixed to the above release as maker and duly acknowledged the execution of the same to be her voluntary act and deed.

WITNESS MY HAND AND SEAL, the day and year last above written.

My commission expires Aug 28 1918 (SEAL)

Oscar T. Rayworth, Notary Public.

Recorded May 10th., A.D. 1916, at 3:00 o'clock P.M.

Wm. L. Lawrence
Register of Deeds,
Geo. B. Nitz
Deputy.

THIS INDENTURE, Made this first day of May in the year of our Lord one thousand nine hundred and sixteen.

WITNESSETH, that Newton E. Whipple and Mary C. Whipple, his wife and Lucy E. Fuddleston, (single) of the County of Douglas and State of Kansas, party of the first part, for and in consideration of Eighteen hundred (\$1,800.00) Dollars Conveys and Warrants to The Merchants Loan and Savings Bank, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors, the real estate hereinafter described, situated in the County of Douglas and State of Kansas, to-wit:

Beginning at the Southeast corner of the Southwest Quarter (S.W. 1/4) of Section No. Thirty-four (34), Township No. Thirteen (13), South of Range No. Nineteen (19), East of the Sixth (6th) P.M. Thence West One hundred sixty (160) rods to the Southwest corner of said Quarter Section; Thence North One hundred and sixty (160) rods to the Northwest corner of said Quarter Section; Thence East sixty (60) rods; thence South Three (3) rods; Thence in a southeasterly direction to the southeast corner of said quarter section, the place of beginning.

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidenced by one certain Bond No. 2699 of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Eighteen hundred Dollars, on or before five year with interest at the rate of six per cent per annum, after maturity or default; interest payable semi-annually according to interest coupons therefor thereunto attached, both principal and interest being payable at the office of The Merchants National Bank, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after

The following is contained on original instrument:
I solemnly swear to be full of the within mortgage and hereby authorize the Register, P. O. to enter the duplicate of record.

Dated this 30th day of October A.D. 1916.

Merchants Loan & Savings Bank (Corporate Seal)
J. C. Whipple
Accepted
Geo. B. Nitz
By Clerk

Recorded June 30 1916

Wm. L. Lawrence
Register of Deeds,
Geo. B. Nitz
Deputy.

The following is contained on original instrument:
I solemnly swear to be full of the within mortgage and hereby authorize the Register, P. O. to enter the duplicate of record.

Dated this 30th day of October A.D. 1916.

Merchants Loan & Savings Bank (Corporate Seal)
J. C. Whipple
Accepted
Geo. B. Nitz
By Clerk