

kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment.

If, however, the said parties shall 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 the 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 judgement 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 holder 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 fifteenth day of November A.D. 1916,

Edward W. Melville (SEAL)

Mary W. Melville (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, that on this Twentieth day of Nov. 1916 before me, the undersigned a Notary Public, in and for said County and State, came Edward W. Melville and Mary W. Melville, his 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 Feb. 2, 1918. (SEAL)

August H. Fiehler, Notary Public in and for Douglas County, Kansas.

Recorded Dec., 8th., A.D. 1916, at 3:05 o'clock P.M.

Doug. Lawrence
Register of Deeds,
Sec. 6. H. H. H. Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Edward W. Melville and Mary W. Melville, husband and wife, of the County of Douglas, State of Kansas parties of the first part, in consideration of the sum of Seven Hundred Seventy Dollars, in hand paid by Fidelity Trust Company of the County of Jackson State of Missouri party of the second part, do hereby Sell and Convey unto the said Fidelity Trust Company the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7), and the North One Hundred Twenty (120) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), all in Township Fourteen (14) South, of Range Twenty-one (21) East of the Sixth Principal Meridian, containing in all 280 acres, more or less, according to Government Survey.

The intention being to convey hereby an absolute title in fee simple, including all rights of dower, courtesy and homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said Fidelity Trust Company and successors, heirs and assigns forever; and that they will forever warrant and defend the title to said premises and the possession thereof unto the said second party, and successors, heirs, and assigns, against the lawful claims of all persons whomsoever.

These Presents are made to secure the payment of Seven certain negotiable Promissory Notes of even date herewith.

One for the sum of One hundred ten Dollars due November 1st, 1917
One for the sum of One hundred ten Dollars due November 1st, 1918
One for the sum of One hundred ten Dollars due November 1st, 1919
One for the sum of One hundred ten Dollars due November 1st, 1920
One for the sum of One hundred ten Dollars due November 1st, 1921
One for the sum of One hundred ten Dollars due November 1st, 1922
One for the sum of One hundred ten Dollars due November 1st, 1923, made executed and delivered by said Edward W. Melville and Mary W. Melville to the said Fidelity Trust Company payable at the office of the Fidelity Trust Company, Kansas City, Missouri, and bearing interest after maturity at the rate of ten per cent per annum.

AND WHEREAS it is herein particularly agreed as follows: That the parties of the first part, their heirs or assigns, will pay said Note when the same shall become due and payable according to the terms thereof; and will pay all prior encumbrances and interest on the same on the dates of the maturity thereof; and will keep and perform, as provided therein, any agreements or covenants contained in any prior mortgage.

The said first parties shall keep said premises free from all mechanics' lien

Receipt

5-11-1916-02

THIS RECEIPT IS VALID ONLY ON THE ORIGINAL INSTRUMENT

1922

This mortgage has been paid in full, and is hereby released the 25 day of Aug. 1922.

Fidelity Trust Bank & Trust Company
of Kansas City, formerly Fidelity Trust Company.
Sec. 15 St. Hall
Vice President

(Conf. Seal)

Recorded Aug 30th 1922

Fidelity Trust Bank & Trust Company
Register of Deeds

Recorded August 14 1922

1922

Received of Edward W. Melville and Mary W. Melville, the sum of Seven Hundred Seventy Dollars, in full satisfaction of the within Mortgage, by them executed and delivered to me, the undersigned, on the 15th day of November, 1916.

6-11-1916-02
By E. R. Ruppert, Secy.