

*This following is entered on the original instrument.
This mortgage has been paid in full and is hereby
released this 4 day of April, 1918
By W. S. McLucas Vice President
(Corp Seal)*

Recorded April 18 1918
E. H. Northrup
Register of Deeds

And Whereas, it is herein particularly agreed as follows; That the parties of the first part, their heirs or assigns, will pay said Notes, 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 and statutory lien claims of every kind and shall pay before the same become delinquent all taxes and assessments upon said premises.

In case of failure of said first parties to perform any of these agreements, the said second party, or his heirs or assigns, may pay off and procure releases of any such mechanics' lien or statutory lien claims, may pay any such taxes or assessments, and may pay any interest due on any prior encumbrance and may recover of said first parties all amounts so paid and interest thereon at the rate of Ten per cent per annum from the date of such payments, and this mortgage shall stand as security for all such sums.

Now Therefore, if said Note shall be punctually paid as they mature and if all prior encumbrances and interest on the same are paid on the dates of maturity thereof and if all agreements and covenants contained in this and any prior mortgage are fully kept and performed, then these presents shall be void and the property hereinbefore conveyed shall be released at the expense of the parties of the first part or their assigns. If however, said Notes or any part of same shall not be paid when the same become due and payable, or if default is made in the payment of any prior encumbrances or interest thereon on the date of the maturity thereof; or if any agreements or covenants contained in this or any prior mortgage are not faithfully kept, then the whole indebtedness secured hereby shall, at the option of the legal holder of said Notes, or any one of them, at once become due and collectible, and this mortgage shall remain in full force and may thereupon be foreclosed and the mortgaged property sold, or so much thereof as may be necessary to satisfy the amounts herein secured, 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 a reasonable attorney's fee, if suit is commenced for the purpose of foreclosing this mortgage. It is further agreed by the parties of the first part that any payments made on the principal of any prior encumbrance operating to reduce the amount of the interest thereon shall in no way affect the amounts due under this mortgage.

This second mortgage is subject to a first mortgage of even date herewith, given by the parties hereto and securing the sum of Five Thousand Dollars.

In Witness Whereof, the said first parties have hereunto set their hands and seals this 15th day of March, A. D. 1917.

(Signed in German)

Caroline Bohnsack (Seal)
Herman C. Bohnsack (Seal)
August J. Bohnsack (Seal)
Ella Bohnsack (Seal)

Signed in Presence of

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, that on this 26th day of March, 1917, before me, the undersigned a Notary Public in and for said County and State, came Caroline Bohnsack, Herman C. Bohnsack, August J. Bohnsack and Ella Bohnsack, 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 to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and official seal, the day and year last above written.
My commission expires Feb. 2, 1918.

August H. Fiehler,

Notary Public in and for Douglas County, Kansas.

Recorded on March 26th, A. D. 1917,
at 11:00 o'clock, A. M.

E. H. Northrup
Register of Deeds,
L. C. Quinn, Deputy.

RELEASE OF MORTGAGE.

WHEREAS, The Lawrence Home Telephone Company, a corporation, organized and existing under and by virtue of the laws of the State of Kansas, by its mortgage dated July 1st 1905, and duly filed in the Register of Deeds Office of Douglas County, Kansas, on August 14th, 1905, recorded in Book No. 41 of Mortgages, at Page 225, conveyed to the Commonwealth Trust Company, a corporation of Missouri, the property therein described, for the purpose of securing the indebtedness therein mentioned, and

WHEREAS, all of the bonds and coupons therein mentioned, have been presented to, and cancelled by Commerce Trust Company, Successor Trustee to the Commonwealth Trust Company, and the debt has been fully and finally discharged,

Now Therefore, in consideration of the premises, and the cancellation of said bonds and coupons, Commerce Trust Company, Successor Trustee hereby releases all of the property therein described from the lien and effect of said mortgage.

In Witness Whereof, Commerce Trust Company, as Successor Trustee, has caused this instrument to be signed by its President, attested by its Secretary, and its corporate seal to be hereto attached this 22th day of March, 1917.

ATTEST:

H. C. Schwitzgebel,
Secretary.

(Corp. Seal)
Form approved. O.K.
D. E. Palmer, Atty. B.C.N.

COMMERCE TRUST COMPANY,
by W. S. McLucas
President.

STATE OF MISSOURI: COUNTY OF JACKSON: SS:

BE IT REMEMBERED That on this 23rd day of March, 1917, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. S. McLucas, President of Commerce Trust Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, and H. C. Schwitzgebel, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the with instrument of writing on behalf of said corporation, and such persons duly acknowledged