

The following is endorsed on the original instrument of the Mutual Benefit Life Insurance Company: The Mortgage with which, now hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same or record.

By: Michael Murphy, the said Company has caused these presents to be signed by its Vice President and its common seal, to be affixed thereto, this day of November, A. D. 1920.

By: Edward H. Balthasar, Vice President.

Recorded Nov 8 1922  
 Lucille Northrup, Register of Deeds  
 to Balthasar, Secy.

Provided However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$1500.) Fifteen Hundred Dollars, on the first day of November, A. D. 1922, with interest thereon at the rate of Five per cent. per annum, payable on the first day of May and November in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey: and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charge or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$----- in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with as part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

Thomas J. Custard,  
 Mary L. Custard,

STATE OF KANSAS: COUNTY OF SHAWNEE: SS:

ON this eleventh day of June, A. D. 1917, before me, a Notary Public, in and for said County, personally appeared Thomas J. Custard and Mary L. Custard, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.  
 My commission expires July 29th, 1919. (L.S.) I. L. Betzer, Notary Public.

Recorded on June 28, A. D. 1917,  
 at 4:55 O'clock, P.M.

Lucille Northrup  
 Register of Deeds,  
 L. Reme Walton, Deputy.

#### RELEASE OF MORTGAGE

IN CONSIDERATION of the payment of the debt named therein, I, Edith Ely Metcalf, per Irving W. Metcalf, Atty. in fact, hereby release the mortgage made by Ira T. Steele and wife to Russell and Metcalf, and recorded in Book 25 of Mortgages at page 345, in the office of the Register of Deeds, of Douglas County, Kansas,

As Witness my hand this .... day of June, A. D. 1917.  
 Edith Ely Metcalf, per Irving W. Metcalf, Atty. in fact.

STATE OF OHIO: COUNTY OF LORAIN: SS:

On this day of June, 1917 before me, a Notary Public in and for said County and State came Irving W. Metcalf, as Atty. in Fact for Edith Ely Metcalf, to me personally known to be the same person who executed the foregoing release and duly acknowledged the execution thereof as such atty. in fact.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires on the 27th day of November, 1919. (L.S.)  
 Wilnot V. Metcalf, Notary Public.

Recorded on July 2, A. D. 1917,  
 at 3:30 o'clock, P.M.

Lucille Northrup  
 Register of Deeds,  
 L. Reme Walton, Deputy.