

of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage.

The said party of the first part hereby expressly waives and releases all rights and benefits he has in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

In presence of
Chas. B. Floyd,
A. H. Fiehler,

Charles Gabriel.

State of Kansas; Douglas County:SS;

Be it remembered that on this 27 day of July A. D. 1917, before the undersigned August H. Fiehler, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Charles Gabriel who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Feb. 2, 1918. (L.S.) August H. Fiehler, Notary Public.

Recorded on Aug. 2, A. D. 1917,
at 11:20 o'clock A.M.

Estelle Northrup,
Register of Deeds,
LeRue Walton, Deputy.

MORTGAGE.

This Mortgage, made the 1st day of August, A. D. 1917, between Vester H. Robison, and Bessie Robison, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Two Thousand Dollars to secure the payment of which they have executed one promissory note, of even date herewith, for Two Thousand Dollars, payable in annual payments, the first payment of One Hundred Dollars, being payable on the Ninth day of August, 1923, and a payment of One Hundred Dollars, being payable on the Ninth day of August, in each succeeding year thereafter except the last payment, which shall be for the full amount of the balance due on said note, which said sum of Two Thousand Dollars bears interest at the rate of 5½ per cent per annum, payable annually on the Ninth day of August, of each year. Privilege is given to the makers of said note to make additional payments on said note, in sums of \$100 or any multiple thereof, on any interest maturity date, and the amounts so paid shall be credited on said note.

The makers of said note also agree that if at any time, prior to five years from the date hereof, any part of the principal of said note shall be paid to the said party of the second part or assigns, then and in that event the maker of said note will immediately pay to the said party of the second part or assigns, as additional interest, an amount equal to one-half of one per cent. per annum, for the balance of a five year term on the amount so paid on account of the principal of said note as above stated.

Said note is executed by the said parties of the first part, and bears interest after maturity at the rate of ten per cent. per annum, payable annually, until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in Newark, New Jersey.

Now, Therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage, and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit: The Northwest fractional Quarter (N.W.¼) of Section Five, (5), Township Twelve (12) South, of Range Eighteen (18) east of the Sixth Principal Meridian, containing One Hundred Fifty-four (154) acres.

And the said parties of the first part expressly agree to pay the said note promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least _____ Dollars, for the benefit of the party of the second part, herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after

The preceding is endorsed on the original instrument.
The amount secured by this mortgage has been paid in full,
and the same is hereby cancelled. This is leg. of Sept. 19, 1934.
Attest: Charles B. Floyd
Notary Public for Douglas County, Kansas
By Charles B. Floyd
Notary Public for Douglas County, Kansas
Witness: Robert H. Bradley

The following is endorsed on the original instrument:
This note secured by this mortgage has been
paid in full and this mortgage