

such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage, shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Vester H. Robison, (Seal)

Bessie Robison, (Seal)

State of Kansas; County of Douglas; ss:

Be it remembered, that on this 2d day of August, A. D. 1917, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Vester H. Robison and Bessie Robison, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons 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 term expires Feb. 10, 1918.

LS

Zella W. Iliff, Notary Public
Douglas County, Kansas.

Recorded on August 3, A. D. 1917
at 10:10 o'clock, A.M.

Little Northrup
Register of Deeds,
Topeka, Kansas, Deputy.

MORTGAGE.

THIS INDENTURE, Made this 1st day of August, A. D. 1917, between R. R. Marek and Lois S. Marek, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State & Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said part... of the first part, in consideration of the sum of Seven Hundred Fifty and no/100 (\$750)---Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit: Commencing at a point Four Hundred Eighty-nine .9 (489.9) North and Three Hundred Thirteen and 1/2 (313 1/2) feet East of the Southwest corner of Northeast quarter of Section Six (6), Twp. Thirteen (13) Range Twenty (20); thence running East 313 1/2 feet, thence North 243.185 feet; thence West 209 1/2 feet; thence South 179 feet; thence West 104 feet; thence South 64.185 feet to place of beginning, in Douglas County, Kansas, containing one and a fifth acres more or less.

To have and To hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenants that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said parties 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 Seven Hundred Fifty and no/100 (\$750.00) Dollars, on the 1st day of August A. D. 1922, with interest thereon at the rate of six per cent per annum payable semi-annually on the 1st days of February, and August, 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 certain promissory note, and ten coupons interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said bank in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

and the same is hereby acknowledged, this 1st day of August, 1917.
Attest: My hand and seal of office, this 1st day of August, 1917.
Notary Public for the State of Kansas.
Vester H. Robison
Bessie Robison
Witness: Secretary John H. Binkert
Vice President - Robert H. Bradley

The following is ordered on the original instrument:

The note secured by this mortgage has been
paid in full, and this mortgage is hereby
released and cancelled this 1st day of August, 1922.

Lawrence State & Savings Bank

Witness: S. G. Stevenson
Vice President

Recorded - Aug 15th 1917
L. Little Northrup
Register of Deeds,
Topeka, Kansas, Deputy.