

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 party 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 party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does 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 incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises or property, Also to abstain from the commission of waste on said premises, and keep the buildings 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 to 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 a part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part does 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, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, 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 has hereunto set her hand the day and year first above written.

Miss Lena Woyahn

State of Kansas; County of Douglas; SS:

On this 29th day of August, A. D. 1917, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Lena Woyahn, an unmarried woman, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.
My commission expires Jan'y. 19, 1918 (L.S.) Geo. L. Kresak, Notary Public.

Recorded on Sept. 10, A. D. 1917
at 10:55 o'clock, A.M.

Estelle Northrup,
Register of Deeds,
L. R. Walton, Deputy.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE.

In consideration of the sum of Six Hundred (\$600.00) Dollars, the mortgage on The West Half (1/2) of the North East Quarter (N.E. 1/4) Sec. 9, T. 13, R. 19, dated September 7th, 1912, between J. G. Cummings and Mable E. Cummings, his wife, mortgagors, and Mary T. Emery, Executrix and Trustee, mortgagee, is hereby released and discharged, in so far as it effects said described real estate but it is further specifically stipulated and agreed that said release and discharge in no wise releases or discharges or otherwise effects other lands covered by said mortgage which said mortgage is filed for record in the office of the Register of Deeds of Douglas County, Kansas, and duly recorded in book 49 of mortgages at page 530.

Mary T. Emery, Executrix and Trustee.

State of Kansas; Douglas County; SS:

Be It Remembered, that on this 8th day of August, A. D. 1917, before me, O. W. Weber, a Notary Public, in and for said County and State, came Mary T. Emery, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day above written.
My commission expires Dec. 14, 1918. (L.S.) O. W. Weber, Notary Public.

Recorded on Sept. 11, A. D. 1917
at 1:20 o'clock, P.M.

Estelle Northrup,
Register of Deeds,
L. R. Walton, Deputy.

Recorded

Sept. 11, 1917

Copy

of

the

following

is

hereby

certified

to

be

correct

and

that

the

same

has

been

filed

in

the

office