

Provided. Always, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their 14 certain promissory notes in writing to said party of the second part, for the sum of \$6.50 each, due on or before the first days of May and November in each year for seven consecutive years with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE MERRIAM MORTGAGE CO., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Merriam Mortgage Company in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and exempted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full regardless of whether said loan is paid wholly or partly before its maturity.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and the interest thereon, shall by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

Thomas W. Cree
Sadie L. Cree

State of Kansas, Shawnee County, SS:

Be It Remembered, That on this 31st day of October A. D. 1917, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thomas W. Cree and Sadie L. Cree, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, 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.

L. S.

W. S. Amos
Notary public.
Commission expires March 8th, 1919.

Recorded November 10th, A. D. 1917.
At 2:20 o'clock P. M.

Estelle Northrup
Register of Deeds
James H. H. H.
Deputy.

DISCHARGE OF MORTGAGE.

Know all Men by these Presents, That I, Julia G. Allen, of Kalamazoo, Michigan, as sole surviving executrix of last will of Daniel J. Allen, deceased, late of the city of Kalamazoo, and State of Michigan. Do Hereby Certify, That a certain Indenture of Mortgage, bearing date the Sixth day of October, one thousand nine hundred and ten made and executed by H. C. Waters and Phebe A. Waters, his wife, of Lawrence, County of Douglas, State of Kansas of the first part, to Wm. T. Sinclair of the second part, and recorded in the register's Office for the County of Douglas and State of Kansas Liber 43 of Mortgages, on Page 96, on the 15th day of October, one thousand nine hundred and ten, and by said Wm. T. Sinclair assigned to A. W. Brownell, executor, by assignment dated October 16, 1910 and recorded on office of Register of Deeds for Douglas County, State of Kansas, in Book 45 of Mortgages at page 429 on the 20th day of November, 1911 is fully paid, satisfied and discharged. I do further Certify that Alfred W. Brownell and I, Julia G. Allen, were appointed executors of the last will and testament of Daniel J. Allen, Deceased, by Probate Court for Kalamazoo, County, Michigan, and said above described mortgage was assigned to said Alfred W. Brownell, executor, (meaning executor of last will and testament of Daniel J. Allen, Deceased), said Alfred W. Brownell is now deceased and I execute this discharge as surviving executrix of last will and testament of Daniel J. Allen, Deceased,

Recorded Dec. 11 " 1917

Register of Deeds

The following is entered on the official instrument:

The amount secured by this mortgage has been paid in full and the same is hereby released and discharged this 9th day of December, 1917.

of December, 1917. This is a true and correct copy of the original instrument.