

And the said parties of the first part further agree, that in case they pay the first mortgage upon the above described land (for the negotiation or extension of which this mortgage and the notes hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the notes thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, 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; otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, and by these presents do become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except a mortgage of Three Thousand and No/100 Dollars of even date and payable to The Thomas Mortgage Company, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Attest:

Harry E. Miller

Sarah C. Terrell,
Clark Terrell,

State of Kansas, Douglas County, SS:

Be it Remembered, That on the 10th day of January, A.D. 1918, before me the undersigned, a Notary Public in and for said County and State, came Sarah C. Terrell and Clark Terrell, Her husband, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My Commission expires Dec 16, 1918.

C. E. Cory,
(L.S.) Notary Public.

Recorded February 11, 1918.
At 10:45 o'clock, A.M.

Estelle Northrup
Register of Deeds,
Turner Flood
Deputy

ASSIGNMENT.

The following is *indorsed* to the original instrument recorded in Book 52 Page 605.

Know all men by these presents, That Frank E. Banks of Douglas County, in the State of Kansas, the within named mortgagee, in consideration of One Thousand and no/100 Dollars to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Isadel R. Lewis, Cook County, Illinois heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To have and to hold the same forever, Subject, nevertheless, to the conditions therein named. In witness whereof, The said mortgagee has hereunto set his hand this Fifth day of September, 1915.

Frank E. Banks,

State of Kansas,)
Douglas County,) SS:

Be It Remembered, That on this 8th day of September A.D. 1915, before me, the Register of Deeds in and for said County and State, came Frank E. Banks 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 and year last above written.

(L.S.)

Floyd L. Lawrence,
Register of Deeds..

Recorded February 11, 1918,
At 3:30 O'clock P.M.

Estelle Northrup
Register of Deeds,
Turner Flood
Deputy

Recorded March 9th 1918

(Book 52)

The following is entered on original instrument mentioned herein and complete satisfaction of the within mortgage