192

one for \$ 1300.00 one for \$4000.00, one for \$1500.00, one for \$2000.00 and one for \$1000.00 all of even date and each with ten coupon 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 woid, and to be released at the expense of the said parties of the first part, otherwise to remain infull force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid cause to be paid, the principal sum and interest above sporties, in mannet allocate 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 bo foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree 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 \$2000.00 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 assign and deliver to it or them all policies of insurance of said outlengs, 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 therefore, 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 parties of the first part do 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 assigns, may, without notice, declare the entire debt hereby sedured immediately due and payable, and therupon, 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 immediatepossession 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 holdsr hereof as additional and collateral security for the pay-ment 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 parties of the first part have hereunto set their hands the day and year first above written. Philip Roser.

State of Kansas, County of Douglas,)ss.

On this 1st day of March A.D. 1920, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Philip Roser and Marie Roser, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

Geo. L. Kreeck, Notary Public.

Marie Roser.

Recorded April 24, 1920, At 10:55 o'clock A.M.

My commission expires Jay 19, 1922.

Esteele Northraf. Register of deeds, Fine Flora. Deputy.

SATTSFACTION OF MORTGAGE.

(L.S.)

Know All men by these presents, that in consideration of full payment of the know All men by these presents, that in consideration of this payment of the debt secured by a mortginge by W. R. Piper and Mattie Piper his wife to Wilder S. Metcalf dated the 6th day of October, A.D. 1916, which is recorded in Book 54 of Mortgages, Page 389, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released. Dated this 15th day of April A.D. 1920.

Wilder S. Metcalf,

State of Kansas,) 35. Douglas County,

Be it remembered, that on this 15th day of April A.D. 1920 before me, Notary Public in and for said County and State, came Wilder S. Metcalf 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. C. M. Manter,

My commission expires Jan 23, 1924. (L.S.) Notary Public. Recorded April 26, 1920, at 3:00 o'clock P.M. Estute Monthup Register of Deeds.

ver: .

Firme Flor.

De putu.