

RELEASE.

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by Alex McCall and Amanda McCall, his wife to F. M. Perkins dated the 1 day of March A.D. 1915, which is recorded in Book 53 of Mortgages, page 365, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 2 day of June A.D. 1920,
State of Kansas,)
Douglas County,) ss.

F. M. Perkins,

Be it remembered, that on this 2 day of June A.D. 1920 before me a Notary Public in and for said County and State, came F. M. Perkins 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.

F. Henry Perkins,

My commission expires Jan. 31, 1924.

(L.S.)

Notary Public

Recorded June 2, 1920, .

At 11:30 o'clock A.M.

Estlin Northrup
Register of Deeds,
Furness Block
Deputy.

MORTGAGE.

THE INDENTURE, Made the 22nd day of May A.D. nineteen hundred Twenty between Edmund D. Briggs and Gertrude Briggs, his wife, of Decatur County, and State of Iowa of the first part and Osmer M. Rew, of Douglas County, and State of Kansas of the second part, WITNESSETH:

That the said parties of the first part, for the consideration of Sixteen Thousand Dollars, the receipt thereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part his heirs and assigns, forever, the following described Real Estate, lying and being in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section
Seventeen (17), Township Fifteen (15),
Range Twenty-one (21).

This mortgage is given subject to a first mortgage for the sum of Eight Thousand Dollars, given to the Commerce Trust Company of Kansas City, Missouri. The Mortgagors herein agree that they will not sell nor transfer the real estate herein described subject to this mortgage of \$16,000.00, without the consent of the mortgagee.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging, including homestead, unto the said second party and his heirs and assigns forever. The said parties of the first part hereby covenanting that the above described premises are free from any encumbrances, and they will WARRANT AND DEFEND the title unto The said party of the second part, his heirs and assigns, against all persons whomsoever lawfully claiming the same. Provided always, and these presents are upon this express condition, that if the said Edmund D. Briggs and Gertrude Briggs, his wife, their heirs executors or administrators, shall pay or cause to be paid to the said Osmer M. Rew, his executors and administrators, or assigns, the sum or Sixteen Thousand Dollars on or before the 5th day of March 1922.....Dollars, on the ...day of191...Dollars, on theday of191... with interest thereon at 7% per annum from March 5, 1920, according to the tenor and effect of the one Promissory Note....of the said Edmund D. Briggs and Gertrude Briggs, his wife, payable to Osmer M. Rew, bearing date May 22, 1920, then these presents to be void, otherwise to remain in full force.

AND IT IS EXPRESSLY AGREED, That the Mortgagor shall, while any part of the debt remains unpaid, neither permit or commit any waste in said premises; shall pay all taxes on said premises when due; and shall keep the buildings thereon insured in a responsible company, up to \$2,000. payable in case of loss to the holder of this mortgage as his interest may appear.

AND IT IS FURTHER AGREED, if default shall be made in the payment of said sums of money, or any part thereof, principal or interest, or if the taxes assessed on the above described Real Estate shall remain unpaid for the space of one month after the same are due and payable, or if said Mortgagor shall fail to keep the buildings on said premises insured up to \$2,000. , payable in case of loss, to the holder hereof, as his interest may appear, then the whole indebtedness shall become due, the said party of the second part, his heirs and assigns, may procure by foreclosure or in any other lawful mode, to make the amount of said note, together with the interest and costs, and all taxes and assessments accrued on said Real Estate together with a reasonable fee for the plaintiff's attorney, out of the foresaid Real Estate.

AND IT IS ALSO AGREED, That if the Mortgagor neglect to pay taxes, or to effect insurance, the holder hereof may pay said taxes or effect said insurance, adding the amount so paid to the sum next falling due, with interest thereon at eight per cent until repaid.

And on neglect of Mortgagor to comply with any of above provisions, the holder hereof may at once foreclose, and the Mortgagee or his assigns may have a receiver of the Mortgaged property appointed at once, who shall take possession and control, and shall preserve the same and income therefrom, for payment of Mortgaged debt including attorney's fee and receiver's cost and expenses, and may discharge the usual duties of receiver.

For Release see Book 64 Page 268