

every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sums, shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale appraisement of said property is hereby waived by said parties of the first part, And all benefits of the Homestead, exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of all said property will carry, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name and the premium of premiums, costs, charges, and expenses for effecting the same shall be an additional lien on said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; and that will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims 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.

Executed and delivered in the presence of

Lulu S. Prouse, (Seal)

T. A. Prouse, (Seal)

State of Kansas, County of Wyandotte, ss.

Be it remembered, that on this 14th day of August, A.D. 1920, before me the undersigned, a Notary Public in and for said County and State came Lulu S. Prouse & T. A. Prouse, husband & wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my hand and affixed my official seal, on the day and year last above written.

My commission expires Oct. 23rd, 1920:

(L.S.)

Richard Graham,  
Notary Public.

Recorded August, 17, 1920,

At 3:05 o'clock P.M.

*Estelle Norchup*,  
Register of Deeds,  
*Samuel H. Hays*,  
Deputy.

#### RELEASE.

Know all men by these presents, that the debt secured by Mortgage upon the following described real property, situated in in Douglas County, in the State of Kansas, to wit:

The Northeast quarter (NE $\frac{1}{4}$ ) of the North west quarter (NW $\frac{1}{4}$ ) of section twelve (12) Township Fourteen (14) Range Twenty (20)

wherein George H. Vitt and Myrtle Vitt his wife are grantors, and Adolph Lotz Jr. are grantees, and dated Jan. 25, 1919, a copy of which is recorded in Book 58, page 75 in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied, in consideration of which said Mortgage is hereby released.

Witness:

Adolph Lotz Jr.,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 10 day of August, A.D. 1920 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Adolph Lotz Jr. who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.

Commission expires Feb. 16, 1922.

(L.S.)

August H. Fishler,  
Notary Public.

Recorded August, 16, 1920,

At 9:50 o'clock A.M.

*Estelle Norchup*,  
Register of Deeds,  
*Samuel H. Hays*,  
Deputy.

ATTEST:

*Estelle Norchup*,  
Register of Deeds

In consideration of full pay-  
ment of the within mortgage I  
herewith release the same this  
7 day of *October* 1920.

*Sam. H. Fishler*