

party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this first day of July 1920.

James E. Dyer,

Witnesses:

State of Kansas, )  
County of Douglas, ) ss.

Before me, W. M. Clark, a Notary Public, in and for said County and State, on this 1<sup>st</sup> day of September 1920, appeared James E. Dyer, a widower to me known to be the identical person who executed the foregoing instrument, and such person duly acknowledged the execution of the same. And the said James E. Dyer further declared himself to be single and unmarried.

My commission expires May 15/1923.

Witness my hand and notarial seal the day and year above set forth.

W. M. Clark,  
Notary Public in and for Douglas County,  
(L.S.) Kansas.

Recorded Oct. 22, 1920, ,  
At 4:45 o'clock P.M.

*Estelle Paschke*  
Register of Deeds,  
*Laura Flinn*  
Deputy.

#### PARTIAL RELEASE.

Know all men by these presents, That I, Irving Hill, Trustee, the mortgagee in the certain mortgage deed hereinafter mentioned and described, do hereby certify that in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, the said mortgage deed, made and executed by H. P. Dodge and Laura W. Dodge as parties of the first part, to me, Irving Hill, Trustee, party of the second part, dated February 15, 1917, and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 54, at page 501, of the Mortgage Records of said County, is, as to the following part and portion of the property therein described, to wit:

Lot number Eighty nine (89) in Fairfax, an addition to the City of Lawrence, Kansas,

satisfied, released and discharged. This release is given on the express terms and conditions that it shall in no wise effect the lien of the above mentioned mortgage on the remaining land described in said Mortgage, but shall only be construed as a partial release of the lien of said mortgage upon the land above described.

In witness whereof, I have hereunto set my hand on this 12th day of October, 1920.

Irving Hill,  
Trustee.

State of Kansas, )  
County of Douglas, ) ss.

Be it remembered, that on this 21 day of Oct. 1920, before me, the undersigned a Notary Public in and for said County and State, came Irving Hill, Trustee, 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.

My commission expires Jan. 25, 1923.

(L.S.)

Geo. W. Kuhne,  
Notary Public.

Recorded Oct. 25, 1920,  
At 9:00 o'clock A.M.

*Estelle Paschke*  
Register of Deeds,  
*Laura Flinn*  
Deputy.