

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such fore-closure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxes as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and allsums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

In testimony whereof, the said parties of the first part have hereunto set their hands.

Roger E. Stanley,
Kate L. Stanley,

State of Kansas,)
Douglas County,) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of December 1920, personally appeared Roger E. Stanley and Kate L. Stanley, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

C. R. Cory,
Notary Public.

My commission expires Dec. 16, 1922. (L.S.)

Recorded Dec. 23, 1920,
At 2:10 o'clock P.M.

Estelle Norchup,
Register of Deeds,
Lorne Flora
deputy.

ASSIGNMENT.

The following is endorsed on the original instrument Book 53 page 416.

For value received, I hereby assign and transfer the within mortgage, together with the note thereby secured, to T. S. Curtis or H. J. Curtis, or survivor without recourse.

F. M. Perkins,

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

On this 25th day of November, 1916, before me, a Notary Public within and for said County and State, came F. M. Perkins to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution of the same, for the uses and purposes therein named.

In witness whereof, I have hereunto subscribed my name and affixed my official seal at Lawrence Kansas the day and year last above written.

My commission expires January 31, 1920.

F. Henry Perkins,
Notary Public.

Recorded Dec. 28, 1920,
At 3:10 o'clock P.M.

(L.S.)

Estelle Norchup,
Register of Deeds,
Lorne Flora
Deputy.

Release.

Know all men by these presents that Mary A. Beardsley, Elizabeth Beardsley Kendrick, Grover C. Beardsley, and George B. Beardsley, being the sole heirs at law of one H. S. Beardsley, deceased, who was the mortgagee named in a certain mortgage hereinafter described, do hereby acknowledge that the certain instrument of mortgage dated Oct. 24, 1905, made, executed and delivered by Richard M. Davis and Rosalie E. Davis, his wife, to said H. S. Beardsley during his life time, and recorded in the office of the Register of Deeds of Douglas County, Kansas, Oct. 25, 1905, in mortgage book #43, at page 53 thereof, has been satisfied; the note and indebtedness thereby secured having been fully paid; and the Register of Deeds is hereby authorized and directed to discharge such mortgage of record.

Witness our hands this 16th day of December, 1920.

Mary A. Beardsley,
Elizabeth Beardsley Kendrick
Grover C. Beardsley Geo B. Beardsley

Recorded Dec. 23, 1920, 3
At 2:10 o'clock P.M.

Estelle Norchup,
Register of Deeds,
Lorne Flora
deputy.

The following is endorsed on the original instrument.

The amount secured by this mortgage has been paid in full, and the same is hereby acknowledged this 27th day of January, 1921.

Ray J. B. Shepler Vice-President