

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 by, shall be paid by the party making such sale, or demand to said party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees 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 mortgage, and shall be included in the judgment of foreclosure and taxed 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 all sums 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 party of the first part has hereunto set his hand.

(Signed in german) Joseph Madl,

State of Kansas, )  
Douglas County, )ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 14th day of January 1921, personally appeared Joseph Madl, a widower, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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.

My commission expires January 13, 1924.

(L.S.) John C. Emick,  
Notary Public.

Recorded January 15, 1921, -  
At 2:10 o'clock P.M.

*Esther Norchup*  
Register of Deeds,  
Turner, Iowa.  
Deputy.

#### RELEASE.

Know all men by these Presents, that in consideration of full payment of the debt secured by a mortgage by H. E. Dummer, unmarried to Albert Fix dated the 3rd day of March A.D. 1890, which is recorded in Book 21 of Mortgages, page 449, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 14 day of May A.D. 1916.

Albert Fix.

State of Kansas, )  
Butler County, )ss.

Be it remembered, that on this 14 day of May A.D. 1916 before me, Lyman D. Benton a Notary Public in and for said County and State, came Albert Fix, 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 Feby 8, 1919.

(L.S.) Lyman D. Benton,  
Notary Public.

Recorded Jan. 16, 1921, -  
At 10:50 o'clock A.M.

*Esther Norchup*  
Register of Deeds,  
Turner, Iowa.  
Deputy.