

mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In witness whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

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

Albert M. Rundle, (Seal)
Mary Rundle, (Seal)

Be it remembered, that on this 31st day of December A.D. 19... before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Albert M. Rundle and Mary Rundle, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

(L.S.)

Recorded Jan. 3, 1922.
At 11:00 o'clock A.M.

J. A. Cordts,
Notary Public, Osage County, Kansas
Term Expires November 24th, 1925.

Estelle Norchup
Register of Deeds,
Geo. W. Kuhne
Deputy.

PARTIAL RELEASE.

State of Kansas, Douglas County, ss.

Know all men by these presents, That The Lawrence National Bank of the County and State aforesaid, do hereby certify that a certain indenture of mortgage dated 17th August 1921, made and executed by J. D. Wynn and Delphia A. Wynn of the first part, to Lawrence National Bank of the second part, and recorded in the office of the Register of Deeds of Douglas County in the State of Kansas, in volume 60, page 137, on the 17th day of August A.D. 1921, is as to Commencing at the Northwest corner of the East half of the Northeast quarter section (12) twelve, Township (13) thirteen, Range (19) nineteen and running South (500) five hundred feet thence east (436) four hundred thirty six feet, thence North (500) five hundred feet parallel with west line of said land, thence West 436 feet to place of beginning. in Douglas county, Kansas, fully paid, satisfied, released, discharged.

This release is given on the express terms and conditions that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness our hand this 3rd day of January A.D. 1922.

(Cor. Seal) Lawrence National Bank,
By I. J. Meade, Vice President.

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 3rd day of January A.D. 1922 before me Geo. W. Kuhne a Notary Public in and for said County and State, came I. J. Meade Vice President of the Lawrence Natl Bk to me personally known to be the same person who executed the within release 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, 1922.

(L. S.)

Geo. W. Kuhne,
Notary Public.

Recorded Jan. 3, 1922.
At 2:40 o'clock P.M.

Estelle Norchup
Register of Deeds,
Geo. W. Kuhne
Deputy.