

Third. It is understood and agreed that if said insurance is not promptly effected, or if said taxes or special assessments shall not be paid when due, said second party, his heirs or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent. per annum from the time of payment, shall be a lien upon said premises, and secured hereby.

Fourth. And it is further agreed that if default be made in the payment of any interest note when due, or in case of a failure to perform any of the covenants contained in this mortgage or in the note secured hereby, then this mortgage and all sums of money secured hereby, shall, at the option of the second party, his heirs or assigns, become at once due and payable, without further notice, and said mortgage may be foreclosed, and the mortgaged premises sold in one body.

Fifth. And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, his heirs or assigns shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same and the rents and profits thereof, for the payment of the mortgage debt and said receiver's costs and expenses, and may discharge all duties of a receiver.

Sixth. And it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under, and are to be construed by the laws of the State of Kansas. The foregoing conditions being fully performed this conveyance shall be void, otherwise to be and remain in full force and effect.

In witness whereof, we have hereunto set our hands.

Signed in presence of

Flora M. Combs,
R. D. Combs,

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

On this 13th day of February 1922 before me, a Notary Public, duly commissioned and qualified for and residing in said county, personally came Flora M. Combs, contracting in her own right, and Rollie D. Combs, her husband to me personally known to be the identical persons described in and who signed and executed the foregoing instrument, and duly acknowledged said instrument, and the execution of the same to be voluntary act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires Nov. 29, 1922.

(L.S.)

H. A. McGregor,
Notary Public.

Recorded Feb. 28, 1922,
At 3:10 o'clock P.M.

Estelle Norchrap.
Register of Deeds,
Lerna Buckner.
Deputy.

RELEASE.

Know all men by these presents, that in consideration of full payment of the debt secured by a mortgage by Orlen D. Thomas and Sarah L. Thomas dated the 9th day of February A.D. 1910, which is recorded in Book 46 of Mortgages, page 318, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 27th day of February A.D. 1922.

Merchants Loan and Savings Bank,
By F. C. Whipple,
Cashier.

(Corp. Seal)

State of Kansas,)
Douglas County,)ss.

Be it remembered, that on this 27th day of February A.D. 1922, before me, W. F. March a Notary Public in and for said County and State, came F. C. Whipple, Cashier 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 July 24, 1925.

(L.S.)

W. F. March,
Notary Public.

Recorded March 1, 1922,
At 8:30 o'clock A.M.

Estelle Norchrap.
Register of Deeds,
Lerna Buckner.
Deputy.

RELEASE.

STATE OF KANSAS
COUNTY OF DOUGLAS

Know all men by these presents Whereas on the first day of February, 1917, Hiram Riley and wife Almeta Riley, excoited to J L Pettyjohn & Company one certain note in the sum of Sixty Three Hundred & 00/100 Dollars (6300.00) due and payable February 1st, 1922, with interest thereon at the rate of 5 1/2% per annum, and secured by a First Mortgage on the Northwest Quarter (NW 1/4) of Section Two (2) Township Fourteen (14) Range Nineteen (19) East of the Sixth Principal Meridian, in Douglas County, Kansas, containing 160 acres, said mortgage being recorded in Vol. 54 page 476 Records of said County, and which note and mortgage securing same were duly assigned to Temple Trust Company, Temple Texas, by Assignment dated February 15, 1917, and recorded in Vol. 57 page 338 of the Records of