PROVIDED ALWAYS. And these presents are upon this express condition, that whereas said Dora A. Brian and H. I. Brian, her husband have this day executed and delivered one certain promissory note to said party of the second part. for the sum of Twenty-five Hundred & No/100 (\$2500.00) DOLLARS bearing even date herewith, payable at Lawrence National Bank Kansas, in equal installments of DOLLARS each, the first installment payable on theday of 19 2 the second installment on the day of 19 , and one installment on the days of and in each year thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$6500.00 with interest thereon at the rate of 6 per cent payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Dore A. Brian and H. I. Brian, her husband, shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up then the whole of said sum and sums and interest thereon, shall and by these presen hts become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fer of said premises, and have good right to sell and convey the same, that said premises are feee and clear of all incumbrances, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lusful claims and demands of all persons whomsoever.

In Witness Whereof. The said parties of the first part have hersunto set their hands the day and year first above written.

Dora A. Brian H. I. Brian.

STATE OF KANSAS_))ss.

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DOUGLAS COUNTY)

BE IT REMEMBERED, That on this 5th day of March A. D. 1923 before me, a Notary Public in and for said County and State, cume Dora A.Brian and H. I Brian, her husband, 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 May 12th 1924

Recorded March. 7. 1923 At 3:30 o'clock P. M.

L. S. .V. Jaggar Isa & Wellman Register of Deeds. Not my Public. Wellman Deputy.

HEREBY CERTIFY, that the mortgage executed by Agust J. Kochler, a single man, of Douglas County, Kansas, to Frank T. Ryan and Stuart H. Markham, Executors of Estate of Katie Ryan dated the 8th day of January A. D., 1908 and recorded in the office of the Register of Deeds of Douglas County, State of Kansis on the 13th day of January, A. D., 1908, at 1 o'clock P. M., in Volume 46 of Mortgages, on page 5, Document No, ~ is fully paid and satisfied.

Satisfaction of Mortgage

In Witness Whereof, I have hereunto set my hand and seal this First day of March A. D., 1923. Estate of Katie Ryan