

the second part, its successors or assigns, said sum of money in the above described notes 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, or interest or principal of any prior mortgage, is not paid when the same is due, or 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, then the whole of said sum or sums, and interest thereon, shall, by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payment necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

William H. Johannning  
Carrie M. Johannning

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Be It Remembered, That on this 19th day of March A.D. 1923 before me the undersigned a Notary Public in and for said County and State, came William H. Johannning and Carrie M. Johannning husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such person 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.)

A. F. Flinn  
Notary Public

Commission expires April 10, 1923

Recorded March 19, 1923

At 2:05 'clock P.M.

Geo. F. Millman  
Register of Deeds  
Deputy.

KANSAS REAL ESTATE FIRST MORTGAGE

THIS INDENTURE Made March 13, 1923 by and between Maurice E. Kuhn and Flora A. Kuhn, his wife, of Saline County, Missouri and Frank E. Kuhn and P. Gussie Kuhn, his wife of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Thousand---(\$5000.00)--Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Sell and Convey unto the said second party, its successors or assigns, the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

The North half of the Northeast quarter of Section Ten (10) in Township Fifteen (15) South Range Twenty (20) East of the Sixth Principal Meridian, containing in all Eighty acres, according to Government Survey.

TO HAVE AND TO HOLD said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever, The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all the other contingent interest in said premises, the intention, to convey, an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Five Thousand (\$5000.00) Dollars on the first day of April 1928 with interest thereon, payable semi-annually, from April 1, 1923 according to the terms of one promissory bond or note with interest note attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kan-

For Release see Bond 83 page 345

The following is compared to the original instrument.  
W. H. Smith  
Clerk of the District Court of Douglas

Copy of this instrument is being retained by the undersigned for the purpose of being filed in the office of the Register of Deeds.

This Release was written on the original instrument and entered into this file.