

paid, to the said party of the second part, its successors or assigns, the principal sum of --FIVE THOUSAND 00/100-- DOLLARS, on the first day of October, A.D. 1928 with interest thereon at the rate of 5 1/2 per cent per annum, payable on the first day of April and October in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said --O. H. Stugard and Emma Stugard, (Husband and wife) and payable at the office of THE PRUDENTIAL TRUST COMPANY, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree until the debt secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas on said premises, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$3,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties of the second part, its successors or assigns, may make any necessary to remove any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent in any suit for foreclosure, of this mortgage. In case of foreclosure, said real estate shall be sold without appraisal. And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

O. H. Stugard,  
Emma Stugard.

State of Kansas, ss.  
County of Douglas, ss.

On this ---- day of October A.D. 1923, before me a Notary Public, in and for said County personally appeared O. H. Stugard and Emma Stugard, (husband and wife) to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.  
My Commission expires June 24-1926.  
Recorded October 12th  
At 9:55 o'clock A.M.

L. S.  
Geo. L. Kreck--  
Notary Public.

By *Joe Wellman*  
Register of Deeds.  
By *Joe Wellman*  
Deputy.

#### SATISFACTION OF MORTGAGE.

Know all men by these presents, That in consideration of full payment of the debt secured by a mortgage by Wallace E. Palmateer and wife dated the 21st day of December, A.D. 1918, which is recorded in Book 58 of Mortgages page 68 of the records of Douglas County Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 21st day of June A.D. 1920

(Corp Seal.)  
State of Kansas, ss.  
Douglas County, ss.

Farmers State & Savings Bank  
Geo. L. Kreck--Pres.

Be It Remembered, That on this 12 day of Oct. A.D. 1923 before me I, Geo. Stevenson a Notary Public in and for said County and State came Geo. L. Kreck President Farmers State and Savings Bank Lawrence Ks. 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.

L. S.  
My Commission expires Oct. 18 1924.  
Recorded Oct. 12, 1923.  
At 1:25 o'clock P.M.

I. C. Stevenson.  
Notary Public.

By *Joe Wellman*  
Register of Deeds.  
By *Joe Wellman*  
Deputy.

#### ASSIGNMENT.

Know all men by these presents, That The Citizens State Bank Lawrence-Kansas Douglas County in the State of Kansas the within named mortgage in consideration of Five Thousand and no/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged do hereby sell assign, transfer set over convey unto The Fraternal Aid Union heirs and assigns the within mortgage deed the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold The Same Forever, Subject nevertheless to the conditions therein named In Witness Whereof, The said mortgage have hereunto set their hand this 13th day of October

1923.  
Executed in Presence of--  
C. B. Holmes--Cashier.  
Recorded Oct. 14 1923.  
At 10:20 o'clock A.M.

The Citizens State Bank.  
By A. F. McClannahan--Vice Pres.

Register of Deeds.

By \_\_\_\_\_  
Deputy.