

For assignment see Book 67 p. 313

The following is endorsed on the original instrument.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby discharged.

As witness my hand this 18 day of February A.D. 1935

to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said bonds and coupons, when the same becomes due, or to conform to or comply with any of the foregoing condition or agreements, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof, become due and payable at once, without notice and bear interest after default at the rate of ten per cent per annum.

And the said party of the first part, for said consideration does hereby expressly waive an appraisal of said real estate, and all benefits of the homestead, exemption and stay laws of the State of Kansas.

The foregoing conditions being performed this conveyance to be void; otherwise to continue in full force and virtue.

In Witness Whereof, The board of Trustees of the Methodist Episcopal Church of Eudora, Kansas a Corporation, party of the first part, has caused these presents to be signed by each member of said Board of Trustees of said Church first thereunto duly authorized, in its behalf and its corporate seal to be affixed hereto, all on the day and year first above written.

C. E. Miller, President (Board  
R. E. Gabriel, Secretary ) of  
J. M. Kraybill, Treasurer (Trustees  
A. H. Fiehler,  
S. C. Gilmore,  
Carrie A. White,

Trustees of the Methodist Episcopal Church  
Of Eudora, Kansas.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Be It Remembered, That on this 10th day of Nov. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came R. E. Gabriel, J. M. Kraybill, A. H. Fiehler, S. C. Gilmore and Carrie A. White, together comprise all of the members of the BOARD of TRUSTEES of the Methodist Episcopal Church of Eudora, Kansas, who are personally known to me to be such persons, and such Trustees and to be the same persons, who, as such trustees, on behalf of said Church, executed the foregoing instrument of writing and such Trustees each duly acknowledged the execution of said instrument to be the act and deed of said Board of Trustees of said Church and the act and deed of said Church.

IN WITNESS WHEREOF, I have subscribed my name and fixed my Notarial seal the day and year last above written.

C. E. Clory.  
Notary Public.

My commission expires Dec. 16. 1926  
Corp Seal.

State of Kansas, Shawnee County, SS.

BE IT REMEMBERED, That on this 10th day of November 1923, before me, the undersigned a, Notary public, in and for the County and State aforesaid, came C. E. Miller, Trustee of the Methodist Episcopal Church of Eudora, Kansas and President of the Board of Trustees of the Methodist Episcopal Church of Eudora, Kansas, who is personally known to me to be such person who as such President and Trustee and to be the same person who as such President and Trustee on behalf of said Church executed the foregoing instrument of writing and such President and Trustee has duly acknowledged the execution of said instrument to be the act and deed of said Board of Trustees of said Church and the act and deed of said Church.

IN WITNESS WHEREOF, I have subscribed my name and fixed my notarial seal the day and year last above written.

Geo. S. Medlicott.  
Notary Public.

My commission expires Dec. 21st-1925.

Notified Nov. 16. 1923.  
At 11:40 o'clock A. M.

#### MORTGAGE.

THIS INSTRUMENT, Made this 6th day of November in the year of our Lord one thousand nine hundred and twenty three between J. W. Miller and Delona Miller, Husband and wife of Red Lodge, Carbon County, Montana the parties of the first part, and George E. McKissick of Bowler, Carbon County, Montana the party of the second part, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Thousand Five Hundred and No/100 Dollars (\$10,500.00) to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant bargain sell convey and confirm unto the said party of the second part, and to his heirs and assigns forever, the following described real estate, situated in the County of Douglas and State of Kansas to-wit:

Our undivided one half interest in and to the real estate and improvements thereon situate at Street numbers 903 and 910 Massachusetts Street in the City of Lawrence, Douglas County, Kansas, (\$2.10 rev. stamps attached to said note and cancelled.)

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

This Conveyance is intended as Mortgage to secure the payment of a certain promissory note of even date herewith, executed and delivered by said parties of the first part to said party of the second part, which said note is in words and figures as follows, to-wit: This Mortgage is given without interest as additional security for a note of even date herewith given by J. W. Miller and Delona Miller to George E. McKissick for ten thousand five hundred dollars payable on or before three years from date hereof, and these presents shall be void if such payment be made, but in case default be made in the payment of the principal or interest as above provided, or shall fail to keep the buildings which are now or may be hereafter erected, upon the said premises insured as hereinafter provided, then the party of the second part, his executors, administrators and assigns are hereby empowered to sell 1 the said above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the proceeds arising from such sale to retain the principal and interest, together with the costs and charges of making such sale, attorney's fees as provided for in said promissory note, and such attorney's fees shall be considered as secured by these presents, and also the amounts of all such payments of insurance, taxes, assessments or incumbrances as may have been made by said party of the second part, his heirs, executors and assigns, by reason of the permission hereinafter contained, with the interest on the same hereinafter allowed, rendering overplus, if any therebe, on demand to the said parties of the first part, their heirs or assigns.

And the said parties of the first part do hereby further covenant and agree, to and with the said party of the second part, to pay and discharge at maturity all such taxes or assessments, liens or other incumbrances, now subsisting or hereafter to be laid or imposed upon the said premises, or which may in effect be a prior charge thereon, during the continuance hereof, and in default thereof the said party of the second part may pay and discharge the same; and said parties do further covenant and agree that

For Release see Book 67 Page 538

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