MORTGAGE RECORD 75

to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or holder hereof, may pay such fusurance and taxes, or either of them, and all smounts so paid by said party of the second part shall bear interest at the rate of ten per cent per annum from the date of payment, and this mortgage shall stand as grout therefor, and said sum may be added to the amount of the mortgage debt and the same recovered as a part thereof. Now, if the said party of the first part shall well and truly pay or cause to be paid the said sum from the idate of the root according to the the tene and effect of said note and shall keep shidthuildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and perform all the other covenants and agreements herein contained, then these presents to be mill and void. But if said sum of money or any part thereof or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the taxes and assess-ments against said permises are not paid at or before the time, the same become by law felinquent or if esid party of the first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said indebtedness due and payble at any time after such failure or defaulf and may maintain an action at have or equity to recover the same, and the commencement of such action shall be the only notice of the secretic of said option required. And it is further Provided and Agreed, That the said Mortgagor shall and will pay all taxes levied upon this mortgage or the debt secured thereby, together with a to said party of the second part the policy or policies containing a clause with the loss payable

said principal note on account of this indebtedness. In Testimony Whereof, --- herewhto set --- hand -- the date above written.

In Presence of -----:

J.J.Eddy . Annie E. Eddy

R.B. Steves Notary Public

State of Kansas County of Douglas ISS

On this 23rd day of Feb A.D. 1928 before me a Notary Public in and for the said County per sonally came the above named J.J. Eddy and Annie E. Eddy who personally known to me to be the identical persons whose names are affixed to the above instrument as grantors and who acknowledged said instrument to be their voluntary act and deed. Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the 13th day of Feb A.D. 1930.

State Sav. Bank

Maria Kupper

RELEASE

S tate of Kansas Douglas Co.ss Filed for record Feb 27, 1928 At 10:35 A.M.

Isa E. Wellman Register of Deeds

シテンナン

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Know All Men By These Presents, That in consideration of full payment of the debt secured by a mortgage by Maria Kupper and husband to The State Savings Bank, Topeka, Kansas for \$900.00 dated the 22nd day of March A.D. 1900 which is recorded in Book 37 of Mortgages, page 366-7 of the records of Douglas County Kansas, satisfaction of such mortgages is hereby acknowledged and the same is hereby released. This release given to correct one executed Sept 16, 1904 in which the bank name was omitted.

Dated this 25th day of February A.D. 1928 .:

Corp. Seel

From

To

Contraction of the second

71711

Topeka, Kansas By J.D. Gossett

The State Savings Bank,

State of Kansas] ÎSS Shawnee County

Be it remembered, That on this 25th day of Fabruary A.D. 1928 before me Bennett T. Hornsby a Notary Public in and for said county and State came J.D. Goesett Cashier of of State Savings Bank, Topeka, Kansas to me personally known to be the same person who executed the forecoing instrumant of writing and duly acknowledged the execution of the same as the act and deed of the corporation. In Witness Whereof, I have hereunto subscribed up name and affixed my official seal on the day and year last above written.

Bennett T. Hornsby Notary Public

My commission expires June 25, 1929.

From Merchants Nat'l Bank To

PARTIAL . RELEASE.

T.E.Griesa

State of Kansas Douglas Co. ss Filed for record Feb 27, 1928 At 2:05 P.M. Isa E. Wellman

Register of Deeds

State of Kansas I Douglas County ISS

Know All Men By These Presents, That The Merchants National Bank of the County and State aforesaid, do hereby certify that a certain indenture of Mortzare dated February 1, 1925 made and