

secured by the prior mortgage of \$5500.00 hereinbefore referred to; and the notes by this mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$225.00 hereby secured is evidenced by ten notes of even date herewith, executed by the parties of the first part and payable to the order of the party of the second part as follows:

\$22.50 on the first day of January 1929; \$22.50 on the first day of July, 1932
 \$22.50 on the first day of July 1929; \$22.50 on the first day of January 1933
 \$22.50 on the first day of January 1930; \$22.50 on the first day of July 1933
 \$22.50 on the first day of July 1930;
 \$22.50 on the first day of January 1931;
 \$22.50 on the first day of July 1931;
 \$22.50 on the first day of January 1932;

bearing interest as provided in said notes. Now if the party of the first part shall fail to pay or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted in the manner prescribed by law, appraisement, distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure cases, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorneys' fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second party and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually from date said sums are expended except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

In Testimony Whereof, The said parties of the first part have hereunto set their hands.

Raymond H. Stanley
 Lillian Stanley

State of Kansas I
 Douglas County SS

Before me the undersigned a Notary Public in and for said County and State on this 23rd day of June 1928 personally appeared Raymond H. Stanley and Lillian Stanley his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

C.E. Cory
 Notary Public

LS
 My commission expires Dec. 16, 1930:

From Commerce Trust Co RELEASE State of Kansas Douglas Co. ss
 To Kansas Telephone Co. Filled for record July 12, 1928
 At 2:20 A.M.

RELEASE OF MORTGAGE DEED OF TRUST

Register of Deeds

Whereas, The Kansas Telephone Company of the City of Ottawa, a corporation organized and existing under and by virtue of the laws of the State of Kansas, by its mortgage dated April 1, 1915 duly filed in the Registrar of Deeds Office in Franklin County Kansas, on June 9, 1915 in Book 49 of Mortgages at Page 132 also recorded in the Registrar of Deeds Office in Douglas County, Kansas on April 28, 1917 in Book 54 of Mortgages at page 537 conveyed to the Commerce Trust Company a corporation of Missouri the property therein described, for the purpose of securing the bonded indebtedness therein mentioned; and

Whereas, all of the bonds and coupons therein mentioned have been presented to and cancelled by the undersigned Trustee; and

Whereas, the bonded indebtedness secured by said mortgage has been fully and finally discharged by reason of which the said Kansas Telephone Company is entitled to have the lien and effect thereof satisfied and discharged.

Now Therefore, in consideration of the premises and the cancellation of said bonds and coupons the Commerce Trust Company, as Trustee, hereby releases all of the property therein described from the lien and effect of said mortgage.

In Witness Whereof The Commerce Trust Company as such Trustee, has caused this instrument to be signed by its Vice President and attested by its Secretary this 13th day of March 1928

Attest: George W. Duron
 Secretary
 corp seal

Approd.

Commerce Trust Company
 By: H.C. Schwitzgebel
 Vice President.

The following is a list of the names of the persons who have been recorded in the mortgage records of the State of Kansas, from the year 1915 to the year 1928. The names are listed in alphabetical order, and the dates of the recordings are given in parentheses.

Raymond H. Stanley (June 23, 1928)
Lillian Stanley (June 23, 1928)
C.E. Cory (June 23, 1928)
George W. Duron (March 13, 1928)
H.C. Schwitzgebel (March 13, 1928)