

SAML DODGEWORTH STATISTICAL CO KANSAS CITY MO 64114

The said sum of \$135.00 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:

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|--|---|
| \$13.50 on the first day of October 1930 | \$13.50 on the first day of April 1934.   |
| \$13.50 on the first day of April 1931   | \$13.50 on the first day of October 1934. |
| \$13.50 on the first day of October 1931 | \$13.50 on the first day of April 1935    |
| \$13.50 on the first day of April 1932   |   |
| \$13.50 on the first day of October 1932 |   |
| \$13.50 on the first day of April 1933   |   |
| \$13.50 on the first day of October 1933 |   |

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 therebe, 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 case, 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.

James L. Deay  
Viola M. Deay

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 9th day of December 1929 personally appeared James L. Deay and Viola M. Deay, 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.

Legal Seal

W. O. Gibbon Notary Public

My Commission Expires July 22, 1933

Recorded March 12, 1930 A. D. at 8:25 A. M.

*Elmer C. Armstrong*

Register of Deeds

PARTIAL RELEASE

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That The Merchants Loan & Savings Bank of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated March 2, 1925 made and executed by Owen Mitchell and Maude Mitchell, his wife of the first part, to The Merchants Loan & Savings Bank of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 66 page 556 on the 11th day of March A. D. 1925 is as to The North Two (2) feet of the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Twelve (12) Range Twenty (20) in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

WITNESS our hand this 10th day of March A. D. 1930.

Corp. Seal.

The Merchants Loan & Savings Bank  
By A. F. McClannahan  
Vice President.

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 10th day of March A. D. 1930 before me Jane Sheets a Notary Public in and for said County and State, came A. F. McClannahan, Vice President of The Merchants Loan & Savings Bank, to me personally known to be the same person who executed the with instrument of writing, and duly acknowledged the execution of the same.