

DOUGLAS COUNTY

In case the mortgagee or the legal holder of said note voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises herein described, or in connection with or about this mortgage or said note, either by the act of another or for the purpose of protecting any interest in said premises growing out of this mortgage or said note, or in case of the collection of the mortgage indebtedness herein created through proceedings in the probate court, or if the note secured by this mortgage be placed with an attorney for collection, then and in any such case all costs incurred by the mortgagee or legal holder of said note shall upon demand be paid by the mortgagors, which costs shall include a reasonable attorney's fee for the attorney of said mortgagee or legal holder of said note, and if not so paid upon demand and said sums are advanced or paid by the mortgagee, all such costs and such attorney's fee, with interest from the date of payment at the rate of ten per cent per annum, shall be a lien upon the premises herein described, and collectible as other indebtedness hereby secured.

And it is agreed that the mortgagors will repay the mortgagee all reasonable expenses paid in procuring abstract of title or title insurance, whenever such abstracts or insurance shall become necessary to protect the interests or enforce the rights of said mortgagee, and the amounts so paid shall from the date of payment bear interest at the rate of ten per cent per annum and shall be deemed part of the indebtedness hereby secured.

The said mortgagors hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

Whenever by the terms of this instrument or of said note the mortgage is given any option, such option may be exercised when the right accrues, or at any time thereafter.

The provisions herein contained shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

In presence of  
Herbert A. Binger  
W. H. Davis

Elijah T. Jay  
Mary E. Jay

STATE OF KANSAS, )  
Shawnee County, ) ss

Be it remembered that on this 29th day of January A.D. 1937, before the undersigned, Bess Reid a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came Elijah T. Jay and Mary E. Jay, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons severally duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

(SEAL) My Commission Expires Aug. 14, 1937

Bess Reid  
Notary Public

Recorded February 5, 1937 at 9:50 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 5025 ^

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by John G. Stutz and Gertrude G. Stutz, his wife, in the sum of THIRTY ONE HUNDRED DOLLARS (\$3100.00) on property described as Lot #19 and the South Half (1/2) of Lot No. 20, Block 4, Haskell Place, an addition to the city of Lawrence, Kansas dated the 23rd day of April, A.D. 1926, which is recorded in Book 69 of Mortgages, page 308, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 5th day of October, A.D. 1937

(CORP. SEAL)

WATKINS NATIONAL BANK  
Mortgagee- Owner  
By: Dick Williams  
V. Pres.

Attest: E. F. Huddleston  
Cashier- Watkins National Bank

State of Kansas )  
Douglas County ) SS

Be it remembered, that on this fifth day of October, 1937, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Dick Williams, vice president and E. F. Huddleston, Cashier of the Watkins National Bank, a corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as vice president and cashier of said corporation, and such persons duly acknowledged the execution of the same as vice president and cashier of said corporation, and acknowledged the same to be the act of said corporation.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(SEAL) My commission expires July 29, 1941.

Albert B. Martin  
Notary Public.

Recorded October 8, 1937 at 2:30 P.M.

*Harold A. Beck*

Register of Deeds.