

## DOUGLAS COUNTY

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and the profits of the said premises are pledged to the said party or holders thereof as additional and collateral security for the payment of all money mentioned herein, and the legal heirs of the said party shall be entitled to sue for the same by a receiver or otherwise as it may elect. It is also agreed that throtking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable by said party of the second part to said mortgagee, and the same mortgage, with all thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of thefirst part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Frank W. McDonald  
Helen H. McDonald

STATE OF KANSAS,       )  
County of Douglas.    ) ss.

BE IT REMEMBERED, That on this 20 day of October A.D.1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Frank W. McDonald and Helen H. McDonald his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

W. A. Schaal  
Notary Public.

(SEAL) Term expires April 25 1939

Recorded October 20, 1937 at 11:12 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 5091

## RELEASE OF MORTGAGE

THIS RELEASE made this 1st. day of October, 1937, by and between Georgia Neese Clark and Helen Neese Keller, executrices of the estate of Albert Neese, deceased, of the first part, and J.C. Maichel and Lydia Maichel, husband and wife, parties of the second part.

WITNESSETH: That whereas on the 11th. day of December, 1912, the second parties made, executed and delivered to the Bank of Richland, Private Bank, Albert Neese, Owner, their certain mortgage of that date, whereby they mortgaged and conveyed to the grantee named therein the Southwest Quarter of Section 25, Township 14, Range 17, Douglas County, Kansas, which said mortgage was duly recorded in the office of the register of deeds in and for Douglas County, Kansas, in Book 49, page 584, and

WHEREAS, Albert Neese was the sole owner of the Bank of Richland and said bank has long since ceased to do business and all of the assets not otherwise disposed of remained the property of the said Albert Neese and said mortgage was his sole property on the date of his death, and

WHEREAS, the first parties are the duly appointed and qualified executrices of the estate of Albert Neese, deceased, and the note described in said mortgage has been fully paid and settled.

NOW THEREFORE, in consideration of the premises said mortgage is hereby released and the lien thereby created discharged.

Helen Neese Keller  
Georgia Neese Clark  
Executrices of the estate of Alborn Neese, deceased

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, that on this 7th day of October, 1937, before me a notary public in and for said county and state, came Georgie Neese Clark and Helen Neese Keller, executrices of the estate of Albert Neese, deceased, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Roland McDowell  
Notary Public.

(SEAL) Term expires: Feb. 23-1941

Recorded October 20, 1937 at 11:20 A.M.

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*Harold A. Beck* Register of Deeds.