

secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold to gether and not in parcels.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of  
J. W. Thomas

Hiram T. Howard  
Bertha P. Howard

State of Kansas, Johnson County, SS.

Be it remembered, That on this 24 day of November A.D. nineteen hundred and thirteen before me, the undersigned, a Notary Public in and for said County and State, came Hiram T. Howard and Bertha P. Howard, his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

My Commission expires April 2nd 1914.

(SEAL) J. W. Thomas, Notary Public, Johnson County, Kansas.

Recorded Nov. 25th A.D. 1913 at 9:21 A.M.

Floyd L. Lawrence  
Register of Deeds,  
Chas. C. Wright, Deputy

(The following is endorsed on the original instrument recorded in Book 40 Page 1267)  
For value received, I hereby sell and assign the within mortgage and the notes therein described, to Rachel A. Jameson of Oberlin, Ohio,

As Witness my hand this 18 day of Nov. 1913.

Wilder S. Metcalf.

State of Kansas, County of Douglas, SS.

Be it remembered, That on this 18 day of Nov. 1913, appeared before me, a Notary Public, in and for said County and State Wilder S. Metcalf, to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

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

My commission expires Jan. 23, 1916. (SEAL) C. M. Manter, notary Public.  
Recorded Nov. 25th A.D. 1913 at 1:50 P.M.

Floyd L. Lawrence  
Register of Deeds,  
Chas. C. Wright, Deputy

This Mortgage, made the 21st day of November A.D. 1913, Between Mary Borer, a widow and Louis C. Borer, a single man, of the county of Douglas, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the city of Newark, and State of New Jersey, party of the second part.

Witnesseth, That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America, for money borrowed in the sum of Thirty Four Hundred and no/100 Dollars, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the 25th day of November, A.D. 1918, being principal note, which note bears interest from Nov. 25th 1913 at the rate of five per cent per annum, payable semi annually, and evidenced by ten interest notes of even date therewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent per annum, payable annually, until paid and are made payable to the order of the said The Prudential Insurance Company of America, at its office in Newark, New Jersey.

Now, therefore, this Indenture Witnesseth, That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to wit: The South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) and the North Forty (40) acres of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-one (21), Township Thirteen (13) South, of Range Twenty-one (21) East of the Sixth Principal Meridian, containing in the aggregate One Hundred Twenty (120) Acres.

And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the state of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least Five Hundred dollars, for the benefit of the

The following is endorsed on the original instrument  
The amount secured by this mortgage  
has been paid in full and the same  
has been cancelled this 24th day of Nov. 1918  
by Charles C. Wright, Deputy  
Floyd L. Lawrence, Register of Deeds,  
Chas. C. Wright, Deputy

Recorded Dec. 10<sup>th</sup> 1912  
Estelle D. Brierley  
Register of Deeds

Recorded

Dec. 18<sup>th</sup> 1912

Chas. C. Wright, Deputy

Floyd L. Lawrence, Register of Deeds

Chas. C. Wright, Deputy

Floyd L. Lawrence, Register of Deeds

Chas. C. Wright, Deputy

Floyd L. Lawrence, Register of Deeds

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