

at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises, by receiver or otherwise, as it may elect; and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together 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.

Carrie Hornaday
J. T. Hornaday.

State of Kansas, County of Douglas, SS.

On this 17th day of June A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Carrie Hornaday and J. T. Hornaday husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires Jan'y 19, 1918. (SEAL)

Geo. L. Kresak, Notary Public.

Recorded June 17th, A.D. 1915, at 2:30 o'clock P.M.

Ray L. Lawrence
Register of Deeds,
Geo. L. Kresak
Deputy.

THIS MORTGAGE, Made this First day of June in the year of our Lord one thousand nine hundred fifteen, by and between Paul Laptad and Mary E. Laptad, his wife of the County of Douglas and State of Kansas parties of the first part, Daisy O. Fairchild party of the second part,

WITNESSETH, That said parties of the first part, for and in consideration of the sum of One Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

All of the Southeast quarter of the Southwest quarter of Section Twelve, Township Twelve, and Range Nineteen, according to Government Survey.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever; provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Paul Laptad and Mary E. Laptad, his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory Note of even date herewith, by which they promise to pay to the said Daisy O. Fairchild or order, for value received Three Thousand Dollars due June 1, 1920 with interest from June 1, 1915 to maturity at the rate of 6 per cent per annum, payable semi-annually, as evidenced by ten coupon notes for the sum of \$90. each falling due on the first days of June and December in each year; both principal and interest notes are payable at Kansas City, Mo. and bear interest from maturity until paid at the rate of 8 per cent per annum, payable semi-annually. Privilege given to pay \$100.00 or any multiple thereof at any interest paying date.

Now, if the said Paul Laptad and Mary E. Laptad shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sums of money or either of them, or any part thereof, or any interest thereon, be not paid when due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sums shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgement for the sums due upon said note, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of homestead, exemption and stay laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of execution of this mortgage until the note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Eight Hundred and No/100 Dollars, For the benefit of the said party of the second part or his assigns;

The following is entered on the original instrument -
Carrie A. McEntire the Mortgagee within named, do hereby certify that the within Mortgage is fully paid, satisfied and discharged, and returning the Register of Deeds of Douglas County, Kansas, to the same of record.
Justin W. Healy
Notary Public, Kansas December 3, 1918 in presence of
Carrie A. McEntire

Recorded Dec 18th 1919.
Geo. L. Kresak
Registered Deeds.

Not assignment See Book 87 Page 872

The following is entered on the original instrument -
The note secured by this mortgage has been paid in full, and this mortgage is hereby released and cancelled this 12 day of Nov. A.D. 1919
Justin W. Healy