thereon at the rate of five per cent per annum, payable semi-annually on the 1st days of JAnuary and July in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of eleven promissory notes, being made in 8 notes of \$500.00 each & 3 of \$1000.00 each and to each, ten coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of which note represents a just indebtedness and an actual loan from the party of the secand part to the parties of the first part; and shall perform all and singular the cove-nants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

me

1916

0

Ø

punna

6P

d

Cencelle and

Orel

hereb

.

aurel 21

orre

And the said parties of the first part do here by covenant and egree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns , in maintaining the priority of this mortgage; that the sain party of the second part ay make any payemnts necessary to remove or extinguish any prior or outstanding title, have any payemnts necessary to remove or excliging in any sums so paid shall be-lien or incumbrance, on the premises hereby conveyed, and any sums so paid shall be-come a lien upon the above described real estate and be setured by this mortgage, and hay be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed upon said land, premises or prop erty; also to abstain from the commission of waste on said premises, and keep the build ings in good repair and insured to the amount of \$1,000.00 in insurance companies ac-ceptable to the said party of the second part, its successors or assigns, and to as-sign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid there<u>for</u>e, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties 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 party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in paymet of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possesson 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

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their shands the day and year first above written.

Anna Schmidt.

State of Kansas, County of Douglas, SS.

On this lst day of July A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emil Schmidt and Annä Schmidt, 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. Geo. L. Kreeck, Notary Public. My commission expires Jan'y 19, 1918.(SEAL)

Recorded July 8th., A.D. 1915, at 2:06 o'clock P.M.

Lawrence of Deeds, Deputy.

:39

FOR AND IN CONSIDERATION of the sum of Seven Hundred and Fifty (\$750.00) Dollars in int hand paid the receipt of which is hereby soknowledged, The Hosford Investment and Nort gage Company, a corporation, does hereby assign and transfer to Jennie R. Guffin, Guar-dian, or her assigns, the notes secured by a mortgage made by Theodore Hack to The Hosford Investment and Mortgage Company and recorded in Book 53, page 219, Douglas Kansas, mortgage records, and does hereby assign and transfer to the said Jennie R. Guffin, Guerdian, all its right, title and interest to the lands and tenements in said mortgage mentioned and described.

mortgage mentioned and described. and hterippe IN WITNESS WHEREOF, THe Hosford and Investment, Company has; caused its corporate seal to be hereto attached at its office in the City of Lawrence, Douglas County, Kane sas this 4th day of June, 1915.

The Hosford Investment & Mortgage Company By C. B. Hosford, President. By E.T. Arnold, Secretary.

S. August

e of Kansas, County of Dougles, SS. BE IT REMEMBERED, That on this 4th day of June, 1915 before me C. W. Sparr, B State of Kansas, Notary Public in and for said County and State personally appeared C. B. Hosford,

Econf , sine }