

(The following is endorsed on the original instrument recorded in Book 55 page 81) Know all men by these presents, That Irving Hill, Douglas County, in the state of Kansas, the within named mortgagee in consideration of Forty Five Hundred Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto The Lawrence National Bank, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

To Have and to hold the same, forever, Subject, nevertheless, to the conditions therein named. *In witness whereof, the said mortgagee has hereunto set his hand and the date of January 1916*

Irving Hill

State of Kansas, Douglas County, SS.

Be it remembered, That on this 5 day of January A.D. 1916 before me, Geo. W. Kuhne, a Notary Public in and for said County and State, came Irving Hill to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledge the execution of the same:

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. 25, 1918 [SEAL] Geo. W. Kuhne, Notary Public.

Recorded Jan 6th A.D. 1916 at 9:50 o'clock A.M.

*Joyce L. Lawrence*  
Register of Deeds.

THIS MORTGAGE, Made the 6th day of January A.D. 1916 between Emil Schmidt, and Anna Schmidt his wife, 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 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 Thirteen Thousand Five Hundred Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 7th day of January, A.D. 1921, being principal note, which note bears interest from January 7th, 1916, 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 made payable to the order of 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, 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 Southeast Quarter (SE $\frac{1}{4}$ ) of Section Thirty-one (31), Township (13) South, of Range Twenty-one (21), East of the Sixth Principal Meridian, also the Northwest quarter (NW $\frac{1}{4}$ ) of Section five (5), Township Fourteen (14) South, of Range Twenty-one (21), East of the Sixth Principal Meridian, containing in the aggregate Three Hundred Fourteen and Seventy-five Hundredths (314.75) acres.

And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and 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 insurance company satisfactory to the said party of the second part for at least \_\_\_\_\_ dollars, for the benefit of the party of the second part herein or assigns so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured. And it is further provided and agreed by and between the said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being expressly waived by said parties of the first part. It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from the date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

Recorded - 1916 -

*Emil Schmidt*  
Register of Deeds

*Anna Schmidt*  
Register of Deeds

*Joyce L. Lawrence*  
Register of Deeds

*Emil Schmidt*  
Register of Deeds

*Anna Schmidt*  
Register of Deeds

*Joyce L. Lawrence*  
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*The following is endorsed on the original instrument: This mortgage is subject to the original instrument, the same being recorded in Book 55 page 81, and the same is hereby cancelled this 10th day of January 1921.*  
*The Prudential Insurance Company of America,*  
*By Arthur A. Wright,*  
*Vice President*