

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note. The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue. IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

State of Kansas, County of Douglas, SS.

Emil Schmidt (SEAL)

Anna Schmidt (SEAL)

Be it remembered, that on this 7th day of January A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Emil Schmidt, and Anna Schmidt, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires April 4<sup>th</sup> 1918 (SEAL) C.F. Richards, Notary Public, Douglas County, Kansas.  
Recorded Jan., 7th., A.D. 1916, at 3:45 o'clock P.M.

*Flora Lawrence*  
Register of Deeds

Deputy.

THIS MORTGAGE, Made this 6th day of January 1916, by Emil Schmidt, and Anna Schmidt, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The Davis Wellcome Mortgage Company, a corporation existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Six hundred seventy five Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas, and State of Kansas, particularly bounded and described as follows, to-wit: The Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Thirty-one (31), Township Thirteen (13) South, of Range Twenty-one (21), East of the Sixth Principal Meridian, also the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) 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 (314.75) acres. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrance, except a Mortgage of even date herewith, for \$23,500.00 in favor of the Prudential Insurance Company of America, of Newark, New Jersey. PROVIDED ALWAYS, And these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered ten certain promissory notes in writing to said party of the second part, each for the sum of \$67.50, due July 7th, 1916, January 7th, 1917, July 7th, 1917, January 7th, 1918, July 7th, 1918, January 7th, 1919, July 7th, 1919, January 7th, 1920, July 7th, 1920 and January 7th, 1921, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Davis, Wellcome Mortgage Company, Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said THE DAVIS, WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full regardless of whether said loan is paid wholly or partly before its maturity. When all of said notes shall have been fully paid, then this mortgage shall be wholly discharged and void, and shall be released by the party of the second part, its successors or assigns. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes, and judgement therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered, all appraisal and exemption laws being hereby expressly waived. If judgement be rendered for foreclosure of this mortgage, it shall be that the whole of said real estate be sold together and not in parcels.

In Witness Whereof, The parties of the first part have hereunto set their hands at the date first herein written.

Emil Schmidt (SEAL)

Anna Schmidt (SEAL)

State of Kansas, County of Douglas, SS.

Be it remembered, That on this 7th day of January A.D. 1916 before me the undersigned, a Notary Public within and for the County and State aforesaid, came Emil Schmidt and Anna Schmidt, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

My commission Expires April 4<sup>th</sup> 1918 (SEAL)

C. F. Richards, Notary Public.

Recorded Jan., 7th., A.D. 1916, at 4:15 o'clock P.M.

*Flora Lawrence*  
Register of Deeds,  
Deputy.

Recorded - Sub. 2 - 1921 -

Emil Schmidt

Register of Deeds

Anna Schmidt

By Public A. B. Smith, Notary

The following is entered on the original instrument:  
The instrument entered by the mortgagee has been paid in full, and  
therefore is hereby cancelled this 26th day of January 1921.  
The Prudential Insurance Company of America,  
By Public A. B. Smith, Notary

The Davis Wellcome Mortgage Co.  
By Public A. B. Smith, Notary

(Con Seal)

Emil Schmidt

Anna Schmidt

By Public A. B. Smith, Notary