

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note and coupons secured thereby, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, this conveyance shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands

George E. Smith
May C. Smith

State of Kansas, County of Douglas, SS.

On this fifth day of September 1916, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came George E. Smith and May C. Smith, his wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal, the day and year last above written.

My commission expires March 11, 1920. (SEAL) Arthur M. Spalding, Notary Public.

Recorded Oct., 3rd., A.D. 1916, at 3:15 o'clock P.M.

Roy L. Lawrence
Register of Deeds,
Geo. C. Nitch
Deputy.

THIS MORTGAGE, Made this 5th day of September 1916, by and between Maria M. Birtell and William H. Birtell, her husband of the County of Douglas and State of Kansas, parties of the first part, to W. M. Forbes & Co., at Topeka, County of Shawnee and State of Kansas, parties of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seventy five and no/100 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 Northwest Quarter (NW¹/₄) of the Southeast Quarter (SE¹/₄) of Section Thirty-six (36), Township Eleven (11), Range Seventeen (17), East of the 6th P.M.

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 incumbrances, except a Mortgage of even date herewith, for \$1000.00 in favor of The National Council of the Knights and Ladies of Security.

PROVIDED ALWAYS, And these presents are upon this express conditions, 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 \$7.50, due on the 1st day of March and September in each year for five consecutive years, the first note falling due on the 1st day of March, 1917, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of W. M. Forbes & Co., 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 W. M. Forbes & Co., in securing a loan for said parties of the first part, which loan is secured by the mortgage heretofore 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 whether said loan is paid wholly or partly before 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 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 appraisement 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.

Maria M. Birtell
William H. Birtell.

Be It Remembered, That on this 5th day of September A.D. 1916 before me the undersigned, a Notary Public within and for the County and State aforesaid, came Maria M. Birtell and William H. Birtell, her husband 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 26th, 1920. (SEAL)

F. C. Poule, Notary Public.

Recorded Oct., 4th., A. D. 1916, at 9:35 o'clock A.M.

Roy L. Lawrence
Register of Deeds,
Geo. C. Nitch
Deputy.

Recorded
Sept 10th 1916
By *W. M. Forbes & Co.*
Register of Deeds

*See following to understand on the mortgage instrument
the debt secured by this mortgage has been paid in full, and
the same is hereby cancelled and released this 12 day of
Oct. 1916
By *W. M. Forbes & Co.*
Register of Deeds*