

The following is endorsed on the original instrument.

The debt secured by this mortgage has been paid in full and the same is hereby canceled and released this 10th day of March 1923
 By Frank D. Davis, Notary.

Corp Seal

Recorded March 20th 1923

Dea. E. W. Morris

Register of Deeds

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. This mortgage is subject and second to a mortgage executed by the party of the first part to The Prudential Insurance Company of America dated December 21st 1920, to secure the payment of \$7000, covering the above described real estate.

Provided Always, and these Presents are upon this express condition, that whereas, said party of the first part has this day executed and delivered two certain promissory notes in writing to said party of the second part, each for the sum of \$175.00, due June 30, 1921 and December 30, 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 party 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. Now, if said party of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and other wise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon or interest or principal of any prior mortgage, is not paid when the same is due, or in the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisalment, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In witness whereof, the said party of the first part has hereunto set his hand, the day and year first above written.

William H. Davis,

State of Kansas, County of Douglas, ss.

Be it remembered, that on this 4 day of Jan A.D. 1921, before the undersigned, a Notary Public within and for the County and State aforesaid, came William H. Davis, a widower, who is personally known to me to be the same person who executed the within instrument of writing and such person 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.

R. M. Morrison,
 Notary Public.

My commission expires Feb. 23rd, 1922. (L.S.)

Recorded January 4, 1921,
 At 2:40 o'clock P.M.

Estes Norchup,
 Register of Deeds,
 Topeka, Kans.
 Deputy.

MORTGAGE.

This Mortgage, made the 11th day of October A.D. 1920, between M. B. Starr and Rose Starr, 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 virtue of 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 Seven Thousand 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. 1926, being Principal note, which note bears interest from January 7th, 1921 at the rate of six per cent. per annum, payable annually.

Said note is executed by the said parties of the first part, and both principal and interest after maturity at the rate of ten (10) per cent. per annum, payable annually until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in the City of 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 note above mentioned, and also to secure the faithful performance of all the covenants, conditions, 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: