

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 parties 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 of 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 if the taxed 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 of 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 appraisal, 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 parties of the first part have hereunto set their hands, the day and year first above written.

Emil Schmidt,
Anna Schmidt,

State of Kansas, County of Douglas, ss.

Be it remembered, that on this 5th day of November A.D. 1921, before 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.

C. F. Richards,
Notary Public.

My commission expires April 4th 1922. (L.S.)

Recorded Nov. 21, 1921,
At 9:05 o'clock A.M.

Estlin Northrup
Register of Deeds,
John H. Hara
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 60 page 208.
Know all men by these presents, that H. G. Van Neste Douglas County, in the State of Kansas, the within-named mortgagee in consideration of One thousand and no/100 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 this 19 day of November 1921.

Executed in presence of

H. G. Van Neste,

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 19 day of November 1921 before me Geo W. Kuhne a Notary Public in and for said County and State, came H. G. Van Neste to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan. 25, 1922. (L.S.)

Geo. W. Kuhne,
Notary Public.

Recorded Nov. 21 1921,
At 1:40 o'clock P.M.

Estlin Northrup
Register of Deeds,
John H. Hara
Deputy.

MORTGAGE.

This indenture, made this 18th day of November in the year of our Lord one thousand nine hundred and twenty one by and between Maria Kupper (a widow) William E. Kupper (a single man), Elizabeth Kupper (a single woman) and Lawrence Kupper (a single) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of five hundred Dollars, to them in hand paid by the said party of the second, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following describes real estate, lying and situated in the County of Douglas and State of Kansas, to wit;

*Margaret
H. H. Hara*