

from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, the said party of the first part have hereunto set their hands the day and year first above written.

State of Kansas,)
County of Franklin, ss.

Claude B. Sims,
Ira Jean Sims,

On this 28th day of March, A.D. 1922, before me, a Notary Public, in and for said County, personally appeared Claude B. Sims and Ira Jean Sims, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
My commission expires Jan. 17, 1926.

Recorded March 29, 1922,
At 4:30 o'clock P.M.

H. A. Reed,
Notary Public.

Estlin Northrup,
Register of Deeds,
Erni Backus,
Deputy.

MORTGAGE.

This mortgage, made the 23rd day of March A.D. 1922, between Homer H. Gerstenberger and Erna Gerstenberger, his wife, and Walter W. Gerstenberger, a single man, 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 Fifty Five Hundred Dollars, to secure the payment of which they have executed one promissory note, or even date herewith, payable on the 30th day of March A.D. 1927, being principal note, which note bears interest from March 30, 1922 at the rate of six percent. per annum, payable semi-annually.

Said note is executed by the said parties of the first part, and both principal and interest bear 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:

The east half (E $\frac{1}{2}$) of the Northeast quarter (NE $\frac{1}{4}$) and the southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section twenty nine (29), Township Thirteen (13), South of Range twenty one (21), East of the Sixth Principal Meridian, containing One hundred twenty (120) acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay 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 such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns 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 or policies 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 said parties hereto that if default shall be made in any payment of said note or interest thereon,

*The following is entered on the original instrument:
The amount secured by this mortgage has been
paid in full, and the same is hereby cancelled.
This with date, May 1923, recorded by me, H. A. Reed,
Notary Public, for the County of Franklin, State of Kansas.
Capital City, Kansas, May 1923.*

*Recorded July 6, 1923
City of Lawrence,
Kansas.*

*The following is entered on the original instrument:
The debt secured by this mortgage has been paid in full, and this
instrument is hereby cancelled.*

Recorded April 4, 1924