

or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent., per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

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.

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.

Homer H. Gerstenberger, (Seal)
Erna Gerstenberger, (Seal)
Walter W. Gerstenberger, (Seal)

State of Kansas,)
County of Douglas,) ss.

Be it remembered, that on this 27th day of March A.D. 1922, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Homer H. Gerstenberger and Erna Gerstenberger, his wife, and Walter W. Gerstenberger, a single man, 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.

Adolph Lutz, Jr.

Term expires January 29th, 1923. (L.S.) Notary Public, Douglas County, Kansas.

Recorded Mar. 29, 1922,
At 4:35 o'clock P.M.

Ernie Buckner,
Register of Deeds,
Deputy.

MORTGAGE.

This Mortgage, made this 23rd day of March 1922, by 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, 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 said parties of the first part, in consideration of the sum of Two 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 East Half ($\frac{E}{2}$) 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.

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 parties of the first part to The Prudential Insurance Company of America, Dated March 23rd 1922, to secure the payment of \$5500, covering the above-described real estate.

Provided always, and these presents are upon this express condition, that whereas, said parties of the first part have this day executed and delivered four certain promissory notes in writing to said party of the second part, each for the sum of \$68.75, due September 30, 1922, March 30, 1923 September 30, 1923 and March 30, 1924, 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

The following is endorsed on the original instrument:

The full amount of this mortgage has been paid in full, and this mortgage is hereby released and annulled this 31 day

Recorded April 4th 1922
Joa E. McQuinn
Register of Deeds
Topeka, Kansas
By Hugo Wellcome Mortgage Company
By Frank J. Davis
(Seal)