

securing a loan for said parties 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 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 otherwise 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 if 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 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 payment 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.

State of Kansas, County of Douglas SE.

Homer H. Gerstenberger,
Erna Gerstenberger,
Walter W. Gerstenberger,

Be it remembered, that on this 27th day of March A.D. 1922, before the undersigned, a Notary Public within 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 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 January 29th, 1923.

(L.S.)

Adolph Lotz Jr.
Notary Public.

Recorded March 29, 1922,
At 4:40 o'clock P.M.

Estlin Nordmark,
Register of Deeds,
Lorne Buckner
Deputy.

ASSIGNMENT.

For Value Received, I hereby sell, transfer and assign to Merchants Loan and Savings Bank, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by David Passon and Rachel Passon to John Hunzicker, which mortgage is recorded in Book 58 of mortgages Page 196, in the office of the Register of Deeds in Douglas County, Kansas.

In witness whereof, I have set my hand this 10th day of August 1921.

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

John Constant.

Be it remembered, that on this 10th day of August 1921, before me, a Notary Public in and for said County and State, came John Constant to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires January 27, 1923.

(L.S.)

F. C. Whipple,
Notary Public.

Recorded March 30, 1922,
At 8:15 o'clock A.M.

Estlin Nordmark,
Register of Deeds,
Lorne Buckner
Deputy.