543 that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. In case of foreclosure, said party of the second part, op assigns, shall be entitled to have a receiver appointed by the court, who shall ebter 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 ted to 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 m seals on the day and year first above written. Sarah E. Wade (SEAL) Daniel L. Wade (SEAL) al and State of Kansas num, pay-SS.: County of Douglas Be it remembered, that on this 23" day of October, A.D. 1922, before me. the undersigned, a Notary Public in and for the County and State aforesaid, came DANIEL L. part. WADE AND SARAH E. WADE, his wife, who are personally known to me to be the same persons of the 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 SSOTS year last above written. . . C.F.Richards. Notary Public, Douglas County, Kansas. Term expires April 4", 1926. (L.S.) Recorded Oct., 24th 1922. . d the At 9:25 o'clock A.M. Estill Marthup Duffer Register of Deeds 6. Babbitt. Deputy. nd asseres or taxes MORTGAGE . e buil-This Mortgage, Made this 21st day of October, 1922, by DANIEL L. WADE and SARAH E. WADE. his as may wife, 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, 1. 0. 10. atishaving its office at Topeka, County of Shawnee and State of Kansas, party of the second part y of the 20192 : WITNESSETH , That said parties of the first part, in consideration of the sum of TWO HUNDRED......DOLLARS, to them in hand paid, the receipt of which is hereby ac npaid, Partique C act. Inc nowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the the same. Dec. second part, it-s successors or assigns, the real estate situated in the County of Douglas, if deand State of Kansas, particularly bounded and described as follows, to-wit: The North Half (N_2^1) of the Southeast Quarter SE(1) of Section Four (4), Township Fourfor top R Sin teen (14) South of Range Twenty One (21), East of the SixthPrincipal Meridian, containing " Wellerne Eighty (60)-Acres, more or less. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments init, and appartenances thereto belonging, or in any wise. appertaining, forever, free and clear of hole of this in r assiall incumbrance. This mortgage is subjected and second to a mortgage executed by the parties of the first part to PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated October 21st, 1922, ercise to secure the payment of \$4000, covering the above described real estate. 15 734 Provided Always, And these presents are upon this express condition, that whereas, said vie parties of the first part have this day executed and delivered four certain promissory note parties in writing to said party of the second part, each for the sum of \$50.00, due April 28, 1923, April 28, 1924 and October 28, 1924, respectively, with interest at ten per cent per annum econd Q aid op-Oc after maturity until payment, both principal and interest payable at the office of THE rties 3 100 tes op-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 partod said THE DAVIS- WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first, part, which loan is secured by the mortgage hereinbefore referred to and excepted, and (Borb. interthe said notes do not represent any portion of the interest on said loanand are to be paid all be in full, regardless of whether said loan is paid wholly or partly before its maturity. rty of 3 NOW, If said parties of the first part shall pay or cause to be paid to said party of the rogated of Fernand second part, its successors or assigns, said sum of money in the above described notes menced by Ł tioned, together with the interest thereon, according to the terms and tenor of the same e second then these presents shall be wholly discharged and void and otherwise shall remain in full escribdd Scalister . R. Wellaward force and Sffect. But if said sum or sums of money, or any part thereof, or any interest there money on, or interest or principal or any prior mortgage, is not paid when the same is due, or if the ret the taxes an id 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 of the afor 10. then the whole of said sum or sums, and interest thereon, shall, by these presents, become due ights and payable at the option of said party of the second part; and said party of the second neral part shall be entitled to the possession of said promises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal Recorded 7, holder hereof may elect; and said legal holder may recover interest at the rate of ten per ssigns. cent per annum from the time of such default in the payment of interest, or in any of the enefits

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