

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.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make additional payments on the principal sum of said note, or any interest paying period, during the term of said note; said additional payments shall be not less than One hundred Dollars (\$100.) at any one payment and shall be multiplies of the monthly instalment payment of principal; and the amount so paid shall be credited on said principal sum.

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.

E. P. Johnston (SEAL)  
Leona Johnston (SEAL)

State of Kansas, )  
County of Douglas ) SS:

Be it remembered, that on this 5th day of January A.D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E.P. Johnston and Leona Johnston, his wife, 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.

Geo. T. Wetzel  
Notary Public, Douglas County, Kansas.  
(L.S.)

Term expires Jany 20, 1924.  
Recorded January 6th., 1923.  
At 8:20 o'clock A.M.

Estelle Pickup Dwyer  
Register of Deeds  
E. B. Babbitt  
Deputy.

#### MORTGAGE.

This Mortgage, Made this 1st day of January, 1923, by E.P. Johnston and Leona Johnston, his 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, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred Fifty.....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:

Lot Three (3), Block Two (2) University Place, an Addition to the City of Lawrence. TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever, free and clear of all incumbrances. This mortgage is subject, to a mortgage executed by the parties of the first part to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated January 1st, 1923, to secure the payment of \$3000, covering the above-described real estate.

Provided Always, And these presents are upon this express condition, that whereas, the 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 \$77.50, due July 1, 1923, January 1, 1924, July 1, 1924, and January 1, 1925 respectively, with interest at ten per cent per annum, 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 the 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 the said ~~maxed~~ 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 noted mentioned, together with 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~~ 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.

Recorded January 1923

Geo. T. Wetzel

The following is endorsed on the original instrument.

The mortgage was made and the same was recorded on 15 day of January 1924

The Davis-Wellcome Mortgage Company  
(Corp Seal)