

M O R T G A G E.

THIS MORTGAGE, made the 8th day of December, A.D. 1922 between Albert Von Gunten and Elizabeth Von Gunten, his wife, of the County of Douglas, and the 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 the State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first, are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for the sum of Twenty Five Hundred Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 3rd day of March, A.D. 1928, being principal note, which note bears interest from March 3, 1923 at the rate of 5 per cent 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 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 South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty five (25), Township Thirteen (13), South of Range Twenty (20), East of the Sixth Principal Meridian, containing Eighty (80) 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 tax 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 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, 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 assessment upon the loan secured by this mortgage or the holder thereof, and the 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 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 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.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns all the rights and benefits accruing to the parties of the first part under all oil and mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second

The following is endorsed on original instrument:

This mortgage secured by this mortgage has been paid in full, and the same is hereby cancelled. The Prudential Insurance Company of America.
Attest: -
J. H. McMillan, Secretary

Copy

Recorded March 22, 1923
J. H. McMillan
Register of Deeds

Copy Sent

March 23, 1923
Filed
18 7600

The following is endorsed on the original instrument:
This mortgage has been paid in full, and the same is hereby cancelled.
Attest:
J. H. McMillan, Secretary