

part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and 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, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect 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.

Albert Von Gunten (SEAL)
Elizabeth Von Gunten (SEAL)

STATE OF KANSAS.)
COUNTY OF DOUGLAS) SS.:

BE IT REMEMBERED, that on this 11th day of December A.D. 1922, before me the undersigned, a Notary Public in and for the County and State aforesaid, came ALBERT VON GUNTEN and ELIZABETH VON GUNTEN, 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.

(L. S.)

C. F. Richards
Notary Public, Douglas County, Kansas.

Term expires April 14th 1926

Recorded Feb. 3, 1923
At 11:00 O'clock A.M.

Joe E. Wellman
Register of Deeds
Joe Wellman
Deputy

M O R T G A G E .

THIS MORTGAGE, made this 8th day of December, 1922 by Albert Von Gunten and Elizabeth Von Gunten, 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:

WITNESSTH, that said parties of the first part, in consideration of the sum of One Hundred twenty 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 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 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 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 December 11th, 1922 to secure the payment of \$2500, covering the above-described real estate.

PROVIDED ALWAYS, And these presents are upon this express condition, that where as 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 \$31.25, due - September 3, 1923, March 3, 1924, September 3, 1924 and March 3, 1925, 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 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 whether said loan is paid wholly or partly, 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 and 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 anypart 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

Coop Seal
March 23 1923
A.D. 1923
The following is endorsed on the original instrument:
The state secured by this mortgage has been paid in full, and the same is hereby cancelled this 18th day of April 1923
Joe E. Wellman
Register of Deeds