

mortgage executed by the parties of the first part to The Prudential Insurance Company of America, dated March 19th 1923 to secure the payment of \$1600, covering the above-described real estate. Provided Always, And these presents are upon this express condition, that whereas, 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 \$32.50, due October 1, 1923, April 1, 1924, October 1, 1924 and April 1, 1925, respectively, with interest at ten per cent per annum after maturity until payment, both principal and interest, <sup>payable</sup> 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 party of the first part, which loan is secured by the mortgage hereinbefore referred to and accepted, 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 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 appraisalment, 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 payments necessary to remove any outstanding title 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.

Christian Schurle  
Kate Schurle.

Recorded Dec. 5 at 12:44 PM Consideration of the full payment of the debt by this Mortgage secured, no further action. The Davis-Wellcome Mortgage Co. Topeka, Kansas.