

STATE OF KANSAS)  
DOUGLAS COUNTY ) SS.

BE IT REMEMBERED that on this 17th day of May 1923 before me P.C. Whipple a Notary Public in and for said County and State came Clara Punker to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.)

P.C. Whipple

Notary Public

My Commission expires Jan 27, 1927

RECORDED MAY 19, 1923.

AT 9:05 o'clock A.M.

*Don E. Williams*  
Register of Deeds

Deputy.

### M O R T G A G E

This Mortgage, made the 18th day of May, A.D. 1923, between Emil Schmit and Anna Schmit, his wife, of the County of Douglas and State of Kansas, parties of the first part; and The Prudential Insurance Company, 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 State of New Jersey, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of TWELVE THOUSAND DOLLARS, to secure the payment of which they have executed one promissory note of even date herewith, payable on the 1st day of June A.D. 1930, being principal note, which note bears interest from June 1st 1923 at the rate of five per cent, per annum, payable semiannually. Said note is executed by 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 semiannually 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 and interest thereon according to the tenor, 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 west Half (W<sup>1</sup>/<sub>2</sub>) of the North East Quarter (NE<sup>1</sup>/<sub>4</sub>) and the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of section five (5), Township Fourteen (14) South, Range Twenty One (21) East of the sixth Principal Meridian, containing Two Hundred Thirty-two and Twenty Seven Hundredths (232.27) 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 taxes and assessments against said premises when they become due; and agree that when any taxes or assess-

*Copy Partial Release see Book 83 page 151  
for attention see 83-512*

*See next page for release*