

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 the 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 last above written.

Emil Schmidt (seal)

Anna Schmidt (seal)

STATE OF KANSAS)  
SS.  
COUNTY OF DOUGLAS)

BE IT REMEMBERED that on this 19th day of May A.D. 1923 before me the undersigned a Notary Public in and for the County and State aforesaid came Emil Schmidt and Anna Schmidt 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 4, 1926

RECORDED MAY 21, 1923

At 3:05 O'clock P.M.

*Joe E. Williams*  
Register of Deeds

*Joe E. Williams*  
Deputy.

#### M O R T G A G E

THIS MORTGAGE made this 18th day of May 1923 by Emil Schmidt and Anna Schmidt 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 said parties of the first part in consideration of the sum of Eight Hundred Forty 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:

The West Half ( $W\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) and the Northwest Quarter ( $NW\frac{1}{4}$ ) 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.

TO HAVE AND TO HOLD THE SAME Together with all and singular the tenements hereditaments

Recorded July 14, 1923  
*Joe E. Williams*  
Register of Deeds

The following is endorsed on the original instrument:  
The mortgage secured by this mortgage has been paid in full, and this same is hereby canceled and returned this 14th day of June, A.D. 1926.  
*Joe E. Williams*  
Register of Deeds

*The Davis-Wellcome Mortgage Company*  
*By Frank S. Davis (seal)*