

Provided Always and these presents are upon this express condition that whereas said parties of the first part have this day executed and delivered six certain promissory notes in writing to said party of the second part each for the sum of \$140.00 due December 1, 1923; June 1, 1924; December 1, 1924; June 1, 1925; December 1, 1925 and June 1, 1926 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 is consideration of the services of said 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 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 and levied 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 appraisement 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 lien or incumbrance on said premises other than herein stated, and sums so paid <sup>shall</sup> 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 last above written.

Emil Schmidt

Anna Schmidt

STATE OF KANSAS COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED that on this 19th day of May A.D. 1923 before me the undersigned a Notary Public within and for the County and State aforesaid came, Emil Schmidt and Anna Schmidt his wife who are personally known to me to be the sa-

The following is endorsed on the original instrument.

7 Nov. 19" recorded 5  
*Ma* The Standard Insurance Company, The mortgagee within named, does  
 each of several full payments of the debt due by the foregoing mortgagee  
 to the said mortgagee.

Nov. 19"