

and year first above written.

Correl A Gleason
Emma E Gleason

State of Kansas, ss
Douglas County)
BE IT REMEMBERED, That on this 8th day Of Dec. A.D. 1923 before me the undersigned a Notary Public in and for the County and State aforesaid came Correl A Gleason & Emma E Gleason his wife who are personally known to me to be the same persons who executed the within instrument of writing 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.

A.F. McClanahan
Notary Public

(L.S.)
Commission expires Apr 20, 1925

MORTGAGE.

From
Ella Hardtarfer, et al.

This instrument was filed for record on the 11th day of December, A.D. 1923, at 8:20 A.M.

John C. Wellman
Register of Deeds.

To
The Prudential Life Insurance Co.

By *Joe Wellman* Deputy.

This Mortgage made the 4th day of December A.D. 1923 Between Ella Hardtarfer and Charles F. Hardtarfer, her husband, of the County of Douglas and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, 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 ---Five Thousand Dollars--- to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 12th day of December A.D. 1923, being principal note which note bears interest from December 12, 1923, at the rate of 5 1/2 per cent per annum, payable semi-annually.

Said note is executed by the said parties of the first part, and both principal and interest bear interest after maturity at the rate of ten per cent per annum, payable annually, 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 effect of the said promissory note above mentioned, 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 Southeast Quarter (SE 1/4) of Section One (1) Township Fifteen (15) South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) 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 assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the County or Town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, or satisfactory to the party of the second part, for a sum satisfactory to the party of the second part, or assigns for the benefit of the party of the second part herein or assigns so long as the debt above secured shall remain unpaid and make the policy or policies of insurance payable to the party of the second part herein or assigns as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereof when due, or if the taxes on said premises are not fully paid before the same become delinquent, or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case the whole of said principal and interest thereon shall at the option of said second party or assigns become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assigns to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second 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 the rents and profits

This instrument equal copies of this mortgage has been filed in full and the same is hereby certified, Secretary of Kansas, 1925
Attest, J. B. B. (C. F. S.) of the Prudential Insurance Company of America, By J. A. Dwyer, Vice President
This release was obtained from the original mortgage, this 9th day of Feb. 1925
In witness whereof, J. A. Dwyer, Secy. of the Prudential Insurance Company of America, has hereunto set his hand and the seal of said company at New York City, New York, 23rd day of Jan. 1925.

FRONT