

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 first above written.

Ella Hardtarfer (SEAL)

Charles F. Hardtarfer (SEAL)

State of Kansas, }
 } ss.
County of Douglas }

Be It Remembered, that on this 10th day of December, A.D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ella Hardtarfer and Charles F. Hardtarfer, her husband, who are personally known to me to be the 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.

Geo. W. Kuhne
Notary Public, Douglas County, Kansas.

Term expires Jan. 25, 1926.

From Ella Hardtarfer et.al. MORTGAGE.

To The Davis Wellcome Mortgage Company.

This instrument was filed for record on the 11th day of December, A.D., 1923 at 8:25 A.M.

By Geo. W. Kuhne Register of Deeds
Deputy.

This Mortgage, made this 4th day of December 1923, by Ella Hardtarfer and Charles F. Hardtarfer, her husband, 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 ---Two Hundred Fifty 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 Southeast Quarter (SE $\frac{1}{4}$) 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.

To Have and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenances, and thereto belonging or in any wise appertaining forever free and clear of all incumbrance This mortgage subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance of America, dated December 4th 1923, to secure the payment of \$5000. 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 ten certain promissory notes in writing to said party of the second part, each for the sum of \$25.00, due June 12, 1924, December 12, 1924, June 12, 1925, December 12, 1925, June 12, 1926, December 12, 1926, June 12, 1927, December 12, 1927, June 12, 1928, and 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 in consideration of the services of said The 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 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 or sums of money in the above described notes mentioned together with 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 or 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 out standing title, lien or incumbrance or 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.

Ella Hardtarfer
Charles F. Hardtarfer.

State of Kansas, }
 } ss.
County of Douglas }

Be It Remembered, That on this 10 day of December A.D. 1923, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Ella Hardtarfer and Charles F. Hardtarfer her husband, 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 notarial seal, the day and year last above written.

L.S.
My Commission expires Jan. 25, 1926.

Geo. W. Kuhne, Notary Public

Recorded

Dec 28 1923

Register of Deeds

Rec'd
11-15-23

Copy

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