

MORTGAGE RECORD 75

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 note 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 appraisal, 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. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Joseph Schurle
Sophia E. Schurle.

State of Kansas, County of Shawnee [SS

Be it remembered, That on this 8th day of August A.D. 1928 before the undersigned a Notary Public within and for the County and State aforesaid, came Jacob Schurle and Sophie E. Schurle 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 notarial seal, the day and year last above written.

Laura Morgan
Notary Public

LS
My Commission expires July 6, 1930

From
Jacob Schurle et al
To
Prudential Ins. Co.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Aug 10, 1928
At 2:25 P.M.

Geo. E. Wellman
Register of Deeds

This Mortgage, made the 20th day of July A.D. 1928 between Jacob Schurle and Sophie E. Schurle his wife of the County of Shawnee 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 Fifty Five Hundred Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 1st day of August A.D. 1935 being principal note, which note bears interest from August 1, 1928 at the rate of five per cent. per annum payable semi-annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent per annum, payable annually until paid, and said note is made payable to the order of said The Prudential Insurance Company of America, at its office in the City of Newark, New Jersey. In gold coin of the United States of America, of the present legal standard of weight and fineness, or its equivalent.

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 $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of the south thirty seven and one-half (37 $\frac{1}{2}$) acres of the west sixty (60) acres of the southeast quarter (SE $\frac{1}{4}$) except twenty five (25) feet off the east side of said last described tract for road, and the west half (W $\frac{1}{2}$) of the southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7) Township Thirteen (13) South, Range Twenty One (21) East of the sixth principal Meridian, containing one hundred fifty four (154) 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; and 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, 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 and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation

4th Floor Agreement See Book 88 Page 591
Indenture Agreement See Book 88 Page 596

To State of Kansas