

NOW, if the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay but if the first party, their heirs or assigns shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes in whole or in part or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party, or the legal owner of said indebtedness become immediately due and payable without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law and shall be entitled to have a Receiver appointed to take charge of the premises to rent the same and receive and collect the rents, issues and royalties thereof under direction of the Court, and any amount so collected by such Receiver shall be applied under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names this 22nd day of February A. D. 1930.

Lewie Schendel
Mabel Schendel

STATE OF KANSAS
COUNTY OF JOHNSON, SS.

Before me, the undersigned a Notary Public in and for said County and State on this 25 day of February 1930 appeared Lewie Schendel and Mabel Schendel, his wife to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

Legal Seal

My commission expires Aug. 8, 1931

Witness my hand and notarial seal the day and year above set forth.

W. F. Braun
Notary Public in and for Johnson County, Kansas.

Recorded March 4, 1930 A. D. at 8:45 A. M.

Elmer E. Amstutz Register of Deeds

SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Lewie Schendel and Mabel Schendel, his wife of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to W. H. Lewis, of Paola, Kansas, party of the second part, hereinafter called the second party, and to his successors and assigns, the following described real estate in Douglas and Johnson County, Kansas, to-wit: The Southeast Quarter of the Southwest Quarter of Section Nine (9) Township Fourteen (14), Range Twenty-one (21) containing 40 acres more or less, in Douglas County, Kansas; also the West half of the Northeast Quarter and the Northwest Quarter of Section Twenty-four (24) Township Fourteen (14), Range Twenty one (21) containing 240 acres more or less in Johnson county, Kansas, containing 280 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage this day given to W. H. Lewis to secure a loan of Thirty-five Hundred and no/100 Dollars, conveying the same real estate herein described.

TO HAVE AND TO HOLD THE SAME FOREVER: Provided, however, that whereas the said party of the first part has this day for value received executed and delivered to the said W. H. Lewis Negotiable Promissory Note, for the sum of Two Hundred Forty-five Dollars, payable as follows: \$17.50 on the first day of September 1930 and \$17.50 on the first day of each March and September thereafter until the whole sum is paid, with interest on each installment from maturity at the rate of ten per cent per annum, payable to the order of said W. H. Lewis at his office in the City of Paola, Kansas.

If and when said note has been paid in full according to the tenor thereof this mortgage shall be released at the cost of the first party, which cost they agree to pay. But if default is made in the payment of any one of said sums of money, then this mortgage shall become absolute, and all of said sums of money then unpaid shall at once become due and payable without notice, and the owner of the indebtedness hereby secured may immediately cause this mortgage to be foreclosed in the manner provided by law.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names this 22nd day of February A. D. 1930.

Lewie Schendel
Mabel Schendel

STATE OF KANSAS,
COUNTY OF JOHNSON, SS.

Before me, the undersigned a Notary Public in and for said County and State on this 25 day of February 1930 personally appeared Lewie Schendel and Mabel Schendel, his wife to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged execution of the same.

Witness my hand and notarial seal the day and year above set forth.

Legal Seal

W. F. Braun
Notary Public in and for Johnson County, Kansas

My Commission Expires Aug. 8, 1931.

Recorded March 4, 1930 A. D. at 8:50 A. M.

Elmer E. Amstutz Register of Deeds

Fee Paid in
Johnson Co. No.

24500
Mortgage to W. H. Lewis
from Lewie Schendel and Mabel Schendel
for \$245.00
dated Feb. 22, 1930
Recorded March 4, 1930
at 8:50 A. M.
Elmer E. Amstutz
Register of Deeds