

SAML DOGWOOD STATIONERY CO KANSAS CITY MO 64114

the note secured by this mortgage is 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 said note does not represent any portion of the interest on said loan and is 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 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 discharge 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.

Charles F. Kurtz  
Sophie Kurtz

STATE OF KANSAS,  
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 5th day of April A. D. 1930 before the undersigned, a Notary Public within and for the County and State aforesaid, came Charles F. Kurtz and Sophie Kurtz, 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.

Legal Seal

My Commission expires April 4th 1934

O. F. Richards Notary Public

Recorded April 7, 1930 A. P. at 3:10 P. M.

*Elmer E. Armstrong*

Register of Deeds

#### ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That we, Provident Mutual Life Insurance Company of Philadelphia, do hereby assign, transfer and set over unto C. C. Dimmock, of Hiawatha, Kansas, all our right, title and interest in and to a certain Mortgage made and executed by Edward Hadl and Isabelle Hadl, husband and wife, to Provident Mutual Life Insurance Company of Philadelphia, in the sum of Two Thousand Five Hundred Dollars (\$2500.00) dated the Twenty-fourth day of February, A. D. 1925, and recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Book 57 of Mortgages, at Page 53, on the Second day of March, A. D. 1925, and secured on the East Sixty Acres (60) of the Southeast Quarter (4) of Section Twenty-six (26) Township Thirteen (13) South, Range Twenty (20), East of the Sixth Principal Meridian, with the buildings and improvements situate, lying and being in Madison Township, Douglas County, Kansas, together with the Principal Note in said Indenture of Mortgage recited with all interest due and to grow due thereon; without recourse, nevertheless, being had unto us, the said Provident Mutual Life Insurance Company of Philadelphia, in any event whatsoever, under or by virtue or by reason of this present Assignment.

IN WITNESS WHEREOF, We have caused our corporate seal to be hereto affixed, duly attested, this First day of October A. D. 1929.

Sealed and Delivered:  
in the presence of us:

PROVIDENT MUTUAL LIFE INSURANCE COMPANY  
OF PHILADELPHIA

Harry M. Witham

By L. C. Ashton  
Vice President

M. Martindale Jr.

Corp. Seal

Attest: S. W. Hodge  
Treasurer