

NOW, THEREFORE, the said Emil Schmidt and Anna Schmidt, his wife, hereby agree to pay the principal sum remaining due as aforesaid as follows: Twelve Thousand Dollars on or before ten years from June 1, 1930 in annually payments of Two Hundred Fifty Dollars, payable on the 1st day of June of each year, beginning with the 1st day of June, 1931, and one payment of Ninety seven Hundred Fifty Dollars, payable on the 1st day of June, 1940, with interest thereon from June 1st 1930 to June 1st 1940 at the rate of five and one-half per cent per annum, payable semi annually; and with interest after maturity as set forth in said note.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments of \$100.00 or multiples thereof on account of principal on any interest paying day.

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

IN WITNESS WHEREOF, the said Emil Schmidt and Anna Schmidt, his wife have hereunto set their hands and seals this 16th day of June 1930.

Witness:

Emil Schmidt (Seal)

Anna Schmidt (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

On this Third day of May 1930 before me personally appeared Emil Schmidt and Anna Schmidt, his wife to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county the day and year last above written.

Legal Seal

C. F. Richards Notary Public

My term expires April 4th 1934.

Recorded May 3, 1930 A. D. at 1:00 P. M.

Chas. C. Connelley Register of Deeds

MORTGAGE

THIS MORTGAGE, Made this 16th day of April 1930 by Emil Schmidt and Anna Schmidt, his wife 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, Kansas, parties of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twelve Hundred Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant 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 West Half (78) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northwest Quarter (NW $\frac{1}{4}$) of Section Five (5) Township Fourteen (14) South, Range Twenty One (21) East of the Sixth Principal Meridian, containing Two Hundred Thirty Two and Twenty Seven Hundredths (232.27) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America dated May 18th 1923, to secure the payment of \$12,000 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 one certain promissory note in writing to said party of the second part, payable in installments as follows: \$60.00 on Dec. 1, 1930, June 1, 1931, Dec. 1, 1931, June 1, 1932, Dec. 1, 1932 June 1, 1933, Dec. 1, 1933, June 1, 1934, June 1, 1934, Dec. 1, 1935, June 1, 1935, June 1, 1936, Dec. 1, 1936, June 1, 1937, Dec. 1, 1937, June 1, 1938, Dec. 1, 1938, June 1, 1939, Dec. 1, 1939, June 1, 1940, respectively, 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 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 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, an 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 sum 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.

Emil Schmidt

Anna Schmidt

Reg. No. 774
Fee Paid \$3.00

*For Booked Release see Book 13 page 43.
The following is endorsed on the original mortgage and is not a part of the same as hereby conveyed and related to it by the Davis-Wellcome Mortgage Company
by Frank B. Davis
Vice President*

This Release was written on the original Mortgage entered this 17 day of June 1930

*Harold A. Cook
Reg. of Deeds
Richard A. Cook
Deputy*