

hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever free and clear of all incumbrance except a Mortgage of even date herewith for \$ 800.00 in favor of the Prudential Insurance Company of America, of Newark New Jersey. PROVIDED ALWAYS, And these presents are upon this express condition that whereas said party of the first part has this day executed and delivered four certain promissory notes in writing to said party of the second part, each for the sum of \$ 10.00, due March 6th 1910, September 6th 1910, March 6th 1911, September 6th 1911 with interest at ten per cent per annum after maturity until payment both principal and interest payable at the office of Davis Wellcome and 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 Davis Wellcome & Company in securing a Loan for said party of the first part which loan is secured by the mortgage hereinbefore referred to and accepted, and the said 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. When all of said notes shall have been fully paid, then this mortgage shall be wholly discharged and void, and shall be released by any member of said firm. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes, and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage shall be rendered, all appraisal and exemption laws being hereby expressly waived. If judgment be rendered for the foreclosure of this mortgage it shall be that the whole of the said real estate be sold together and not in parcels.

IN WITNESS WHEREOF, The party of the first part has hereunto set his hand at the date first herein written.

Charles P. Titterington.

State of Kansas County of Douglas Douglas SS. BE IT REMEMBERED, That on this first day of September A. D. 1909 before the undersigned a notary public within and for the County and State aforesaid, came Charles P. Titterington An unmarried man, who is personally known to me to be the same person who executed the within instrument of writing and such person 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.

My commission expires June 20 1910 (SEAL) L. S. Steele Notary Public,
Recorded Sept. 13th A.D. 1909 at 9:30 A.M.

Lloyd L. Lawrence
Register of Deeds.