

MORTGAGE.

This Mortgage, made the 14th day of November, A. D. 1917, Between Byron I. Holmes and Nellie M. Holmes, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of THIRTY EIGHT HUNDRED DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith; payable on the 21st day of November, A. D. 1924, being principal note, which note bears interest from November 21st, 1917 at the rate of six per cent. per annum payable annually, and evidenced by 7 interest notes of even date therewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent. per annum, payable annually, until paid, and are made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at its office in Topeka, Kansas.

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 notes 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 South Twenty-five acres (25) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28) lying North and West of the railroad right of way; Also a part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-one (21) described as follows: Beginning at a point on the South line of Section Twenty-one (21), which is Sixty-one (61) Rods East of the Southwest corner of said Section; thence running West Sixty-one (61) Rods to the Southwest corner of said Section Twenty-one (21); thence North Seventy-three (73) Rods; thence East Fifty (50) Rods; thence North Eighty-seven (87) Rods; thence East Twenty-eight (28) Rods; Thence South One Hundred Thirty (130) Rods; thence West Eight and one-half (8 $\frac{1}{2}$) Rods; thence South westerly to a point Nineteen (19) Rods North of the place of beginning; thence South Nineteen (19) Rods to the point of beginning, all of the above described land being in Township Fourteen (14) South, of Range Twenty (20), East of the Sixth Principal Meridian, and containing in the aggregate One Hundred Eighty-three (183) Acres.

And the said parties of the first part expressly agree to pay the said notes promptly as they become 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 party of the second part or assigns on account of said loan, either 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 some solvent incorporated insurance company satisfactory to the said party of the second part for at least Eight Hundred Dollars, 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 of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this Mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default: but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default of defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Recorded
Feb. 10, 1925
J. A. Holmes
Register of Deeds

The following is endorsed on the original instrument
The debt secured by this mortgage has been paid in full and the instrument is hereby canceled this 10th day of December, 1924
M. J. D. Jones
of the United States of America
V. E. D. Jones
Vice Receiver

For Assignment See Book 57 Page 166