

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 incumbrance, except this mortgage is subject, junior and inferior to a Mortgage of even date herewith, for \$3500.00 in favor of The Prudential Insurance Company of America, of Newark, New Jersey.

Insurance Company of America, of Newark, New Jersey.

Provided always, And these presents are upon this expresse cove[n]tion, that whereas said parties of the first part have this day executed and delivered seven certain promissory notes in writing to said party of the second part, each for the sum of \$35.00, due December 4th, 1918, December 4th, 1919, December 4th, 1920, December 4th, 1921, December 4th, 1922, December 4th, 1923, and December 4th, 1924, 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 notes secured by this mortgage are 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 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 party of the second part, its successors or assigns. 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 appraisalment and exemption laws being hereby expressly waived. If judgment be rendered for 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 parties of the first part have hereunto set their hands at the date first herein written.

Elmer E. Hagerman,
Emma M. Hagerman.

State of Kansas, County of Douglas ss.

Be it remembered, That on this 30th day of November A.D. 1917 before me the undersigned, a Notary public within and for the County and State aforesaid, came Elmer E. Hagerman and Emma M. Hagerman, 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.

Chas L. Brown
Notary Public.

(L. S.)

My Commission expires Jan. 20. 1918.

Recorded December 10, A.D. 1917.
At 10:35 o'clock A.M.

Estelle Northrup
Register of Deeds,
Farm House
Deputy.

MORTGAGE.

THIS INDENTURE, Made this 26th day of November in the year of our Lord one thousand nine hundred and seventeen between Charles W. Wineinger and Laura Wineinger, his wife, of Baldwin, R2, in the County of Douglas and State of Kansas, of the first part, and Bert Underwood of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Hundred 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit: The South Forty-five (45) acres of the West half of the Southwest quarter (W^{1/2} SW^{1/4}) of Section Four (4) Township fifteen (15) Range Twenty (20). Buildings on said land to be kept insured against loss by fire, lightning and tornado, with loss payable to the holder of this mortgage during the continuance of this loan, with the appurtenances and all the estate, title and interest of the said parties of the first part therein, And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of Nine Hundred 00/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Charles W. Wineinger and Laura Wineinger to the said party of the second part due December 1st, 1922, with interest at the rate of 6% per annum, payable semi-annually, according to the tenor of ten interest coupons thereto attached. Principal and interest payable at the Bankers' Trust Company, New York, NY and subject to 10% interest after maturity.

The following is entered on the original Reel must
The debt secured by this mortgage was repaid in full and the
same is hereby cancelled as indicated thereon Dec 9 78
December, 1904

Rogers Jm 28, 1925
Jas E. Williams
Carpenter
Dade
Special Agent
Dr -
r

(Camp Seal) The Davis Williams Mortgage Company
By Frank S. Phillips Secretary

Recorded Dec. 13th 1912 Printed & Published
Robt. T. P. P. P.
 of Registered Deeds

Recorded Dec. 18 1922
Earl C. Wellman
 Registrar of Deeds