

and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay 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.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred Dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Floyd E. Childs, (Seal)
Lila E. Childs, (Seal)

State of Kansas,)
County of Douglas,) ss.

Be it remembered, that on this 4th day of October, A.D. 1919, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Floyd E. Childs and Lila E. Childs, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires December 30, 1920. (L.S.)

O. H. Cooper,
Notary Public, Douglas County, Kansas

Recorded October 14, 1919,
At 9:30 o'clock A.M.

Estelle Norchup
Register of Deeds,
Ferne Thorpe
Deputy.

MORTGAGE.

This Mortgage, made the 2nd day of October A.D. 1919 Between Floyd E. Childs and Lila E. Childs, 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 Two Thousand Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 7th day of October A.D. 1921, being principal note, which note bears interest from October 7, 1919 at the rate of eight per cent. per annum, payable semi-annually, and evidenced by 4 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 Northwest fractional Quarter (NW¹/₄) of Section Six (6), Township Fourteen (14), South of Range twenty (20), East of the Sixth Principal Meridian, containing One Hundred Forty Six and One-Half (146¹/₂) Acres, more or less.

This Mortgage is second, Junior and inferior to a mortgage of even date for \$8000 in favor of the Davis Wellcome Mortgage Company, of Topeka, Kansas.

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 loan, or upon said party of the second part or assigns on account of said loan, either by the State of Kansas or 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.....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.

For Return See Book 25-Page 572
for Return See Book 22-Page 449
For Assignment See Book 27-Page 454