

option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second part, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In Witness whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Elmer Breckenridge, (Seal)
Carrie Breckenridge, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 20th day of April, A.D. 1920 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elmer Breckenridge and Carrie Breckenridge, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Commission expires December 30, 1920.

O. H. Cooper,
(L.S.) Notary Public.

Recorded April 22, 1920.
At 11:10 o'clock A.M.

Estlin Northrup,
Register of Deeds,
John E. Ross
Deputy.

MORTGAGE.

This Mortgage, Made this 25th day of March, 1920, by Elmer Breckenridge and Carrie Breckenridge, 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, County of Shawnee and State of Kansas, party of the second part;

Witnesseth, that said parties of the first part, in consideration of the sum of One Hundred Seventy Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey 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 Southwest quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty one (31), also a strip Two rods wide along the west side of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty one (31), Township Thirteen (13), South of Range Twenty (20), east of the Sixth Principal Meridian, containing Forty One (41) 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 incumbrance. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Davis Wellcome Mortgage Company, dated March 25th, 1920, to secure the payment of \$1700, 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 date executed and delivered and twenty certain promissory notes in writing to said party of the second part, each for the sum of \$8.50, due September 30, 1920, March 30, 1921, Sept. 30, 1921, March 30, 1922, Sept. 30, 1922, March 30, 1923, Sept. 30, 1923, March 30, 1924, Sept. 30, 1924, March 30, 1925, Sept. 30, 1925, March 30, 1926, Sept. 30, 1926, March 30, 1927, Sept. 30, 1927, March 30, 1928, Sept. 30, 1928, March 30, 1929, Sept. 30, 1929 and March 30, 1930, 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 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 notes 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 appraisalment, 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

Reg Fee =

Recorded June 20 - 1920
State of Kansas
Register of Deeds

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the same is cancelled.
The Davis Wellcome Mortgage Company
By Frank L. Davis, Secretary