

MORTGAGE.

This Mortgage, Made this 12th day of January, 1921, by Arthur E. Holcom and Nellie Holcom, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The David-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 Ninety 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, particularly bounded and described as follows, to wit:

The West Half (W<sup>1</sup>/<sub>2</sub>) of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of Section Fifteen (15), Township thirteen (13), South of Range Nineteen (19), East of the Sixth Principal Meridian, lying South of Wakarusa Creek, containing Fifty Five and three-fourths (55<sup>3</sup>/<sub>4</sub>) Acres, more or less.

To have and to hold the same, together with all and singular the 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 January 12th, 1921, to secure the payment of \$1800, 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 day executed and delivered two certain promissory notes in writing to said party of the second part, each for the sum of \$45.00 due July 1921, and January 19, 1922, 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 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.

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 appraisal, 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 any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

Arthur E. Holcom,  
Nellie Holcom,

State of Kansas, County of Douglas ss.  
Be it remembered, that on this 13 day of January A.D. 1921, before the undersigned, a Notary Public within and for the County and State aforesaid, came Arthur E. Holcom and Nellie Holcom, his wife, who are personally known to be 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.

R. M. Morrison,  
Notary Public.

My commission expires Feb. 23rd, 1922.

(L.S.)

Recorded Jan. 13, 1921,  
At 3:55 o'clock P.M.

Esther M. Nichols,  
Register of Deeds,  
Topeka, Kans.  
Deputy.

*The following is endorsed on the original instrument and is not entered by this mortgage as loan paid in full. The debt secured by this mortgage is hereby satisfied and released this 15th day of January 1922. The Davis-Wellcome Mortgage Company By Frank P. Davis Secy. (Corp. Seal)*

Recorded -  
Feb 20 - 1922  
Esther M. Nichols  
REGISTER OF DEEDS