

The following is endorsed on the original instrument
 The debt secured by this mortgage has been paid in full
 and the same is hereby cancelled and released this
 Dec 23, 1922 day of Dec 22, 1921. H. H. The Davis-Wellcome Mortgage Company
 (Corp Seal) Thos. B. Brock Treasurer
 Edith J. Osterberg Register of Deeds

MORTGAGE.

This Mortgage, Made this 14th day of February 1921, by J. E. Haverty and Sadie J. Haverty, 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 Forty 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 west half (1/2) of the Southwest Quarter (SW 1/4) of Section Nine (9), Township Thirteen (13), South of Range Twenty One (21), East of the Sixth Principal Meridian containing Eighty (80) 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 of all incumbrance. This Mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudential Insurance Company of America, dated February 12, 1916, to secure the payment of \$3800, 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 four certain promissory notes in writing to said party of the second part, each for the sum of \$35.00, due August 14, 1921, February 14, 1922, August 14, 1922 and February 14, 1923, 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.

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.

J. E. Haverty,
Sadie J. Haverty.

State of Kansas, County of Douglas ss.

Be it remembered, that on this 3rd day of March A.D. 1921, before the undersigned, a Notary Public within and for the County and State aforesaid, came J. E. Haverty and Sadie J. Haverty 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.

My commission expires April 4" 1922.

(L.S.) C. F. Richards,
Notary Public.

Recorded March 18, 1921, :
At 4:20 o'clock P.M.

Edith J. Osterberg,
Register of Deeds,
Jesse Flora
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 54 page 251.

Know all men by these presents:

That, Fidelity Trust Company, of Kansas City, in the County of Jackson, State of Missouri, the within named mortgagee, in consideration of the sum of Sixty Five Hundred and no/100 Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto C. H. Tucher heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained; To have and to Hold the same forever; subject, nevertheless to the conditions therein contained.