

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 party, interest at the rate of ten per cent per annum, computed annually on said principal notes, 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.

Michael A. Anderson, (Seal)
Nellie Anderson, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 18 day of June A.D. 1921 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael A. Anderson and Nellie Anderson, 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 Feb. 23rd, 1922.

(L.S.)

R. M. Morrison,
Notary Public.

Recorded June 20, 1921,
At 8:40 o'clock A.M.

Edgar M. Nichols
Register of Deeds,
John H. Hara
Deputy.

MORTGAGE.

This mortgage, made this 3rd day of June 1921, by Michael A. Anderson and Nellie Anderson, 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 Nine Hundred ten 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 (SW $\frac{1}{4}$) and the West Half (W $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Twenty Three (23) except public road; the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty Six (26), also the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty seven (27), all in Township (12), South of Range Eighteen (18), East of the Sixth Principal Meridian, containing Four Hundred Twenty (420) 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 Prudential Insurance Company of America, dated June 3rd 1921, to secure the payment of \$13,000, 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 six certain promissory notes in writing to said party of the second part four each for the sum of \$151.67, due December 15, June 15, 1922, December 15, 1922, and June 15, 1923, and two notes each of the sum of \$151.66 due December 15, 1923 and June 15, 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 due. 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, 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 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.

Michael A. Anderson,
Nellie Anderson,

Revenue stamps 24 cents.

The following is endorsed on the original instrument:
 This debt secured by this mortgage has been paid in full and the same
 is hereby cancelled and released this 4th day of March 1922.
Edgar M. Nichols
 Register of Deeds,
 Topeka, Kan.
 (Corp. Seal)
 The Davis-Wellcome Mortgage Company,
 By Frank A. Davis
 Secy.
 Recorded April 4, 1922
 Edgar M. Nichols,
 Register of Deeds,
 Topeka, Kan.