

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 \$50.00, due June 6, 1922, December 6, 1922, June 6, 1923 and December 6, 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 the said THE DAVIS-WELLCOME MORTGAGE COMPANY in securing a loan for said parties of the first part, which loan is secured by the mortgage herein before 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 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
Sarah J. Haverty

State of Kansas, County of Douglas ss.

Re It Remembered, That on this 5th day of December A.D. 1921, before me the undersigned, a Notary Public within and for the County and State aforesaid, came J.E. Haverty and Sarah 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.

(L.S.)

C.F. Richards
Notary Public.

My Commission expires April 4th 1922.

Recorded December 5th, 1921,
at 3:25 o'clock P.M.

Estelle J. Arthur
Register of Deeds

MORTGAGE.

This Indenture, Made this First day of December in the year of our Lord Nineteen Hundred and Twenty-one, Between Henry Washington, a single man, and Albert Washington and Laveta Washington, his wife, of Clinton Township in the County of Douglas and State of Kansas, of the first part, and Hugh Blair of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixteen Hundred and Eighty Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part, his heirs and assigns forever, all those tracts or parcels of land situated in the county of Douglas and State of Kansas, described as follows, to-wit:

All their undivided interest, share or part in the following tracts of land described as follows; The South One hundred and three (103) acres of the South-west quarter (1/4) of Section Eighteen (18) in Township Thirteen (13) of Range Nineteen (19),

Also the West half (1/2) of the West half (1/2) of the South-east quarter (1/4) of said Section Eighteen (18), Township Thirteen (13), Range Nineteen (19),

And also the West Sixty-four and 69/100 (64.69) acres of the following tract; Beginning at the North-east corner of Section Twenty-four (24), Township Thirteen (13), Range Eighteen (18); thence West 3818 feet; thence South 1200 feet; thence East 3818 feet; thence North 1200 feet to place of beginning.

This mortgage is also made and intended to reform and correct an error in the description of two certain mortgages made by and between the same parties hereto, the first one dated 28th May 1919, recorded in Book 58 of Mortgages at page 157, and the second one is dated 30th Oct. 1919 and recorded in Book 58 of Mortgages at Page 258, and in which one of the tracts is described as the South One hundred (100) acres of the South-east quarter (1/4)

The following is entered on the original instrument:
The note herein described and 1.000 acres of land, in full, this mortgage is hereby released and the same thereby created, is being released.

Recorded Nov. 21, 1922 As witness my hand this 21st day of Nov. A.D. 1922, 3

Charles C. McElman Attorney

John C. McElman Attorney

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