

State of Kansas, )  
County of Franklin)ss.

On this 26 day of December 1921 before me personally appeared Martha E. Caldwell and Fred B. Caldwell, her husband, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal at my office in said County, the day and year last above written.

My term expires March 11, 1924.

(L.S.)

S. D. Moherman,  
Notary Public.

Recorded Dec. 29, 1921,  
At 10:10 o'clock A.M.

*Estlin Northrup*  
Register of Deeds,  
*Samuel L. Shaw*  
Deputy.

#### MORTGAGE.

This mortgage, made this 10th day of November 1921, by Martha E. Caldwell and Fred B. Caldwell, her husband of the County of Franklin 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 Fifteen 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 North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Five (5), Township Fifteen (15), South of Range Twenty one (21), East of the Sixth Principal Meridian containing Seventy Seven (77) 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 December 21, 1916, to secure the payment of \$2300, 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 \$57.50, due December 28, 1922 and December 28, 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 or 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 appraisement, 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.

Martha E. Caldwell,  
State of Kansas, County of Franklin SS.

Fred B. Caldwell,

Be it remembered, that on this 26 day of December A.D. 1921, before the undersigned, a Notary Public within and for the County and State aforesaid, came Martha E. Caldwell and Fred B. Caldwell, her husband, 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 March 11, 1924.

(L.S.)

S. D. Moherman, Notary Public.

Recorded Dec. 29, 1921,  
At 10:15 o'clock A.M.

*Estlin Northrup*  
Register of Deeds,  
*Samuel L. Shaw*  
Deputy.

The following is a copy of the original instrument.  
This debt secured by this mortgage has been paid in full and the same is hereby acknowledged and released this 1st day of January, 1924.  
The Davis-Wellcome Mortgage Company  
By Frank B. Dugan  
Secretary

Recorded Dec. 10, 1921  
W. E. McMillan  
Register of Deeds