

## MORTGAGE.

This Mortgage, Made this 7th day of November, 1922, by LUETTA WARNER and D.H. WARNER, her husband, of the County of Shawnee 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, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of SEVENTY.....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 South Sixty (60) Acres of the East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty Two (22), Township Thirteen (13), South of Range Eighteen (18), East of the Sixth Principal Meridian, containing Sixty (60) 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 any wise appertaining, forever, free and clear of all incumbrances: This mortgage is subject and second to a mortgage executed by the parties of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, dated November 7th, 1922, to secure the payment of \$1400, 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 \$17.50, due May 13, 1923, November 13, 1923, May 13, 1924 and November 13, 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 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 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 interest thereon, or interest or principal of any prior mortgage, is not paid when same is due, or if said 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 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:

Luetta Warner  
D.H. Warner

State of Kansas, County of Shawnee, SS

BE IT REMEMBERED, That on this 8 day of November, A.D. 1922, before the undersigned a Notary Public within and for the County and State aforesaid, came LUETTA WARNER and D.H. WARNER, 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:

Margaret I. Rust  
(L.S.) Notary Public

My commission expires 5-7-25;  
Recorded Nov. 9th, 1922  
At 9:55 O'CLOCK A.M.

Estelle Trichup Duffie  
Register of Deeds  
E. Babbitt  
Deputy

The following is endorsed on the original instrument:

The debt secured by this mortgage has been paid in full and the same is hereby canceled.

(Comp Seal)

Recorded  
Nov 13 1922  
Notary Public  
State of Kansas  
Margaret I. Rust