78 County of Boughes I as: Be It Remembered, That on this 8 day of December, A.D.1923, beford me, the undersigned, a Notary Public in and for the County and State aforesaid, came Faul J. O' Neil and Edith M. O' Neil, his wife, who are personnally known to me to be the same persons who executed the forego ing mortgage, and such persons duly acknowledged the execution of the same. In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. year last above written. uglas)County Kan Franklin.) Seal show Franklin Co. .s Term expires March 11,1924. ************** MORTGAGE. This instrument was filed for record on the g" day of December, A.D. 1923 at 2:50 P.M. Si From K! " Fee = 1 Paul J. O'Neil ,et al. Register of Deeds. 13 By Gree Millman Deputy. The Davis -Wellcome Mortgage Co., Ser . C Rugister Mar go i day is undered on the original The East Half (Σ_{2}^{1}) of the Northwest Quarter (N_{2}^{1}) of Section Eighteen (18) Township Fifteen (15) South, Range Twenty One (21) East of the Sixth Frine cipal Meridian, containing Eighty (80) Acres, more or less. y this mortgage has been release it of record. 28.--Sc Fro. To Have and To Hold the Same, Together with all and singular the tenements hereditaments and appurtenance. The Have and To Hold the Same, Together with all and singular the tenements hereditaments and appurtenance. This mortgage is thereto belonging or in any wise appertaining forever free and clear of all incumbrance. This mortgage is ubject and second to a mortgage executed by the patties of the first part to THE PRUDENTIAL INSURANCE for ubject and second to a mortgage executed by the patties of the first part to THE PRUDENTIAL INSURANCE for COMPARY OF AMERICA, dated December 5th 1923, to secure the payment of \$2500.00 covering the above -describe the state. mortgage То diis 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 ten certain promissory notes in writing fo said party of the second part, each for the sum of \$12.50, due June 12,1924, December 12,1924, June 12, 1925, December 12,1925, June 12,1526, December 12,1926, June 12, 1927, December 12,1927, June 12,1928, net December 12,1927 following. 6 gr er paulo debt score and had December 12,1926 respectively, with interest at ten per cent per annum after maturity until payment both principal and interest payable at the office of HE DAVIS- WELLOOKE MORGAGE COMFANY, Topeka Kansas and it is distinctly understood and agreed that the notes secured by this maorigage are given for and in consideration of the services of said HEE DAVIS-WELLOOKE MORGAGE COMFANY in securing a loan for soid parties of the first part, which loan is secured by the mortgage hereintefore referred to and excepted, and the soid notes do not represent any por-tion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly an apathy before the saturity and a faille Confordered by t of H pr party 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, soid 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 wholk discharged and void and otherwise shall remain in full force and effect. But if said sum or sums of moor partly before its maturity. discharged and void' and otherwise shall remain in full force and erfect, mull fead sum - of sum 5 of mag-ney, 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 ussessed and lev-ded against said precises, 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 thorean, 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 presenting of and or prices. In sums of forsalesume, shall, may be said with an wetboat empraise. To H ther mort 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 forcelosure, said property may be sold with or worhout appraise-nent, 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 payment necessary to remove any outstanding title lien or incurving on a said premises other than herein stated, and sums so paid shall become a part of the principal dett and shall become a lien upon this real estate and are secred by this mortgage and may be recovered with interest at the rate of ten per cent per annum to any sait for forfolgare. part to si Nover with The (by ing a in any suit for foreclosure . In Witness Whereof, The said parties of the first part have hereunto set their hands, the erred 00 are t day and year first above written. Recorded Paul J. O'Neil O Coisio secor Edith M. O'Neil er wi State of Knasas, County of Franklin, ss: De It Remembered, That on this S day of December A.D., 1923, before me, the undersigned, a Notary Fublic within and for the GSanty and State aforesaid, came Faul J. O'Neil and Edith M. O'Neil; his wife who are personally known to me to be the same persons who executed the within instrument of wr-ting 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 had year led tobus writen. wholl of mà is no 25865 due a sents nd year last above written. part S. D. Moherman, Notary Public. sold L.S. said My Commission expires March 11, 1924. in the may,a shall teres to an and w ular.