

State of Kansas,  
County of Douglas, ss.

Be it remembered, That on this 15th day of December A.D. 1923 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Otto Spitzli and Myra Spitzli his wife, who are personally known to me to be the same persons who executed the foregoing 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 on the day and year last above written.

Adolph Lotz Jr.

Notary Public.

County, Kansas.

L.S. Term  
My Commission expires January 29th 1927.

MORTGAGE

From Otto Spitzli et al.

This instrument was filed for record on the 17th day of Dec. A.D. 1923, at 10:35 A.M.

To Davis-Wellcome Mortgage Co.

Register of Deeds

By Joel Wellman Deputy.

This Mortgage, Made this 11th day of December 1923 by Otto Spitzli and Myra Spitzli 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 Kansas party of the second part;

Witnesseth That said parties of the first part, in consideration of the sum of Three Hundred Eighty Five Dollars, to them in hand paid the receipt whereof 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 Three (3) and beginning at the northwest corner of the northwest quarter (NW $\frac{1}{4}$ ) of section Three (3) thence south twenty one hundred eighty six (2186) feet to a stone, thence east two hundred fifty (250) feet to the center of Captain Creek, thence down the center of said creek to a point where it crosses the north line of said northeast quarter (NE $\frac{1}{4}$ ) of section Three (3) thence West Thirteen Hundred Twenty (1320) feet to the place of beginning all in Township Thirteen South Range twenty one (21) East of the sixth Principal Meridian, containing one Hundred Twenty seven and one half (127 $\frac{1}{2}$ ) 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 incumbrances. 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 11th, 1923, to secure the payment of \$5500. 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 certain promissory notes in writing to said party of the second part, each for the sum of \$27.50 due June 18, 1924, December 18, 1924, June 18, 1925, December 18, 1925, June 18, 1926, December 18, 1926, June 18, 1927, December 18, 1927, June 18, 1928, December 18, 1928, June 18, 1929, December 18, 1929, June 18, 1930, and December 18, 1930, 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 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 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 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 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.

Otto Spitzli

Myra Spitzli

State of Kansas, County of Douglas, ss.

Be It Remembered, That on this 15th day of December, A. D. 1923 before me, the undersigned, a Notary Public within and for the County and State aforesaid, came Otto Spitzli and Myra Spitzli, 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.

Adolph Lotz Jr., Notary Public.

My Commission expires January 29th 1927.  
L.S.

The following is endorsed on the original instrument

The debt secured by this mortgage has been paid in full and the same is hereby cancelled and released, also and any remaining balance of the same is hereby paid in full and the same is hereby cancelled and released.

By Joel Wellman Deputy.

Recorded Jan. 19, 1931

Ellis E. Adams, Register of Deeds

Ellen Anger, 1899

FRONT