

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C.B. Holmes
Notary Public.

U.S.
My Commission expires April 20, 1925.

MORTGAGE

This Instrument was filed for record on the
9th day of Jan. A.D. 1924. At 11:55 A.M.

Joe E. Wellman
Register of Deeds.

From August J. Koehler
To Topeka Mortgage & Investment Co.

By *Joe E. Wellman* Deputy

This Mortgage, Made this 19th day of December 1922 by August J. Koehler, unmarried of the county of Shawnee and State of Kansas party of the first part, to The Topeka Mortgage & Investment Company, at Topeka Kansas, County of Shawnee, and State of Kansas, parties of the second part witnesseth, That said party of the first part in consideration of the sum of Forty Five and No/100 Dollars, to him in hand paid, the receipt of which is hereby acknowledged does 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 Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of section Two (2) Township Thirteen (13) Range Seventeen (17) Douglas County Kansas.

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 except a Mortgage of even date herewith for \$ 500.00 in favor of The Topeka Mortgage & Investment Co.

Provided Always, And these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered ten certain promissory notes in writing to said party of the second part each for the sum of \$4.50 due on the first day of January and July in each year for five consecutive years the first note falling due on the first day of July 1923 with interest at ten per cent per annum after maturity until paid, both principal and interest payable at the office of The Topeka Mortgage & Investment Company 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 Topeka Mortgage & Investment Company, in securing a loan for said party 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. When all of said notes shall have been paid then this mortgage shall be wholly discharged and void, and shall be released by party of the second part, its successors or assigns. If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered, all appraisement and exemption laws being hereby expressly waived. If judgment be rendered for foreclosure of this mortgage, it shall be that the whole of the said real estate be sold together and not in parcels.

In Witness Whereof, The party of the first part has hereunto set his hand at the date herein written.

August J. Koehler.

State of Kansas, County of Shawnee, ss.

Be It Remembered, That on this 19th day of December A.D. 1922 before the undersigned, a Notary Public within and for the County and State aforesaid, came August J. Koehler, unmarried who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand affixed my notarial seal the day and year last above written.

Augusta Hardt.
Notary Public.

U.S.
My Commission expires January 24th, 1923.

MORTGAGE

From Wayne C. Maxey et al
To American Building & Loan Ass'n.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the
11th day of January A.D. 1924, at 9:25 A.M.

Joe E. Wellman
Register of Deeds

By *Joe E. Wellman* Deputy

Know all Men by These Presents, That

Wayne Clarence Maxey and Nannie Bell Maxey, his wife, of Topeka, Shawnee County, State of Kansas, first parties, do hereby mortgage and warrant unto THE AMERICAN BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, second party, the following described real estate lying and situate in the County of Douglas in the State of Kansas, to-wit:

A Tract of land beginning at the Northeast corner of what is known as Block 24 in the town of Big Springs, thence West 70 feet, thence South 83 feet, thence East 70 feet, thence North 83 feet to a place of beginning, in section 14, Township 12, Range 17, Douglas County, Kansas

to secure the payment of the sum of Five Hundred and no/100 Dollars, advanced and loaned by the second party to the first parties on Certificate No 210 "L" for Five shares of the Capital stock of the second party, according to the terms of the certain promissory note of this date, executed by the first parties to second party, and to secure the payment of interest on said note, and the dues, fines or other charges on said stock in accordance with the Constitution and By-Laws of second party.

The first parties expressly agree that they will pay to second party, its successors or assigns, on or before the last day of each month the sum of \$5.60 as dues on said stock and the further sum of \$ 4.16 as interest on said sum of \$500.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully matured and be fully paid in and of the value of \$100.00 per share, according to the terms and provisions thereof and the Constitution and By-Laws of said second party.

The following is endorsed on the original instrument:

The same 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.

When all of said notes shall have been paid then this mortgage shall be wholly discharged and void, and shall be released by party of the second part, its successors or assigns.

If any one of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum, as provided by said notes and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered, all appraisement and exemption laws being hereby expressly waived.

If judgment be rendered for foreclosure of this mortgage, it shall be that the whole of the said real estate be sold together and not in parcels.

In Witness Whereof, The party of the first part has hereunto set his hand at the date herein written.

August J. Koehler.

State of Kansas, County of Shawnee, ss.

Be It Remembered, That on this 19th day of December A.D. 1922 before the undersigned, a Notary Public within and for the County and State aforesaid, came August J. Koehler, unmarried who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand affixed my notarial seal the day and year last above written.

Augusta Hardt.
Notary Public.

U.S.
My Commission expires January 24th, 1923.

MORTGAGE

From Wayne C. Maxey et al

To American Building & Loan Ass'n.

State of Kansas, Douglas County, ss.

This instrument was filed for record on the

11th day of January A.D. 1924, at 9:25 A.M.

Joe E. Wellman
Register of Deeds

By *Joe E. Wellman* Deputy

Know all Men by These Presents, That

Wayne Clarence Maxey and Nannie Bell Maxey, his wife, of Topeka, Shawnee County, State of Kansas, first parties, do hereby mortgage and warrant unto THE AMERICAN BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, second party, the following described real estate lying and situate in the County of Douglas in the State of Kansas, to-wit:

A Tract of land beginning at the Northeast corner of what is known as Block 24 in the town of Big Springs, thence West 70 feet, thence South 83 feet, thence East 70 feet, thence North 83 feet to a place of beginning, in section 14, Township 12, Range 17, Douglas County, Kansas

to secure the payment of the sum of Five Hundred and no/100 Dollars, advanced and loaned by the second party to the first parties on Certificate No 210 "L" for Five shares of the Capital stock of the second party, according to the terms of the certain promissory note of this date, executed by the first parties to second party, and to secure the payment of interest on said note, and the dues, fines or other charges on said stock in accordance with the Constitution and By-Laws of second party.

The first parties expressly agree that they will pay to second party, its successors or assigns, on or before the last day of each month the sum of \$5.60 as dues on said stock and the further sum of \$ 4.16 as interest on said sum of \$500.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully matured and be fully paid in and of the value of \$100.00 per share, according to the terms and provisions thereof and the Constitution and By-Laws of said second party.

In Witness Whereof, The party of the first part has hereunto set his hand at the date herein written.

August J. Koehler.

State of Kansas, County of Shawnee, ss.

Be It Remembered, That on this 19th day of December A.D. 1922 before the undersigned, a Notary Public within and for the County and State aforesaid, came August J. Koehler, unmarried who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand affixed my notarial seal the day and year last above written.

Augusta Hardt.
Notary Public.

U.S.
My Commission expires January 24th, 1923.

MORTGAGE

From Wayne C. Maxey et al

To American Building & Loan Ass'n.