

From (The following is endorsed on original instrument Book 63, Page 276)
Farmers State & Savings Bank

To Fraternal Aid Union.

By *Joe Wellman* Register of Deeds .
Deputy .

Know All Men By These Presents, That Geo. L. Kreeck, President of Farmers State & Savings Bank Lawrence, Kans., Douglas County in the State of Kansas, the within named mortgagee in consideration of Two Thousand and no/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged does hereby sell assign transfer set over and convey unto The Fraternal Aid Union heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold the Same forever, Subject, nevertheless, to the conditions therein named. In Witness Whereof, The said mortgagee has hereunto set its hand & seal this 21 day of Feb. 1924.
Executed in presence of-- Farmers State and Savings Bank,
Geo. L. Kreeck, Preset.

Corp. Seal.

State of Kansas
Douglas County ss;

Be It Remembered That on this 21 day of Feb. 1924, before me, I. C. Stevenson a Notary Public in and/or said County and State came Geo. L. Kreeck, President Farmers State and Savings Bank, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

I. C. Stevenson.
Notary Public.

L.S.
My Commission expires;
Oct. 15, 1924.

MORTGAGE.

From Carl H. F. Wacker, et. al.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 27th day of February, A.D. 1924 at 1:05 P.M.

To Davis-Wellcome Mortgage Co.

By *Joe Wellman* Register of Deeds.
Deputy.

This mortgage Made this 23rd day of January 1924, by Carl H. F. Wacker and Louisa W. Wacker, 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, 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--Four Hundred Twenty 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 Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5) and Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5) and Forty Five (45) Acres in the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) described as commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Five (5) thence West Ninety (90) rods, North Eighty (80) Rods, East Ninety (90) rods, south Eighty (80) rods to beginning, also the South Half (S $\frac{1}{2}$) of the North west Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) all in Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing One Hundred Seventy (170) 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 January 23rd 1924, to secure the payment of \$6000. 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 six certain promissory notes in writing to said party of the second part, each for the sum of \$70.00 due August 1, 1924, February 1, 1925 August 1, 1925, February 1, 1926, August 1, 1926, February 1, 1927, 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 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, 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

Reg. Ju. #23

Recorded April 22, 1924
E. C. Brundage
Register of Deeds

FRONT