

From John E. Matney, et al.
To DAVIS WELLCOME MORTGAGE CO.

State of Kansas Douglas County, ss;
This instrument was filed for record on
the 27th day of March, A.D. 1924 at 9:55 A.M.
See E. Wellman

Register of Deeds.

This Mortgage made this 25th day of January, 1924, ---by--- John E. Matney and Mattie M. Matney, his wife, 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, having its office at Topeka County of Shawnee and State of Kansas, parties of the second part;
Witnesseth, That said parties of the first part, in consideration of the sum of ONE HUNDRED SEVENTY FIVE 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 Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7) Township Twelve (12), South, Range Eighteen (18) East of the Sixth Principal Meridian, containing One Hundred Sixty (160) 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 May 24, 1917, to secure the payment of \$2500. 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 fourteen certain promissory notes in writing to said party of the second part, each for the sum of \$12.50, due November 29, 1924, May 29, 1925, November 29, 1925, May 29, 1926, November 29, 1926, May 29, 1927, November 29, 1927, May 29, 1928, November 29, 1928, May 29, 1929, November 29, 1929, May 29, 1930, November 29, 1930, and May 29, 1931, 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 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 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, 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 party 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.

John E. Matney
Mattie M. Matney.

State of Kansas. ss.
County of Shawnee

Be It Remembered That on this 25 day of March A.D. 1924, before me, a Notary Public within and for the County and State aforesaid, came--John E. Matney and Mattie M. Matney, 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.

Margaret R. Foster,
Notary Public.

L.S.
My Commission expires;
10-17-27.

ASSIGNMENT.

To Maxwell Investment Co.,
From The New England National Bank, Trustee.

State of Kansas, Douglas county, ss;
This instrument was filed for record on the
1st day of April, A.D. 1924, at 9:15 A.M.

See E. Wellman
Register of Deeds.

By *Joe Wellman* Deputy.

For Value received, New England National Bank of Kansas City, Trustee, hereby assigns, transfers, conveys and sets over unto the Maxwell Investment Co., its successors or assigns one notes aggregating Two Hundred and Fifty and no/100 Dollars, secured by a certain mortgage or deed of trust dated the first day of February 1921 made by Burk Edwards and Maggie M. Edwards, his wife & E. B. Moore & Ada Frances Moore his wife, to Maxwell Investment Company (a corporation) of Kansas City, Missouri, covering real estate in Douglas County, Kansas, given to secure three notes aggregating \$750.00 which mortgage or deed of trust was filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 62 of Mortgages and Deeds of trust on Page 75. This assignment is made under the terms of said mortgage or deed of trust so far as the notes first described are concerned, but shall not be construed as an assignment of the lien of this mortgage or deed of trust for the remainder (if any) of the notes described in said mortgage or deed of trust.

In Witness Whereof, New England National Bank of Kansas City, Trustee has caused these presents to be signed by its Vice President and its corporate seal to be hereto attached, attested by its

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The Release in Book 33 (Page 98)
Cry State
The following is entered on the original instrument:
The debt secured by this mortgage is to be paid in full and the same is hereby released and discharged.
17th day of March 1924
By *John E. Matney & Mattie M. Matney*
John E. Matney & Mattie M. Matney