

parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part, for the sum of \$2500., payable in Twenty equal installments of \$125.00 each on the first days of June and December of each year after the date thereof until fully paid, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Central Trust Co., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of The Central Trust Co. 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 note does not represent any portion of the interest on said loan and is 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 note 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, then the whole of said sum or sums, and interest thereon, shall, by these presents to be 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 appraisement, 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, or any unpaid taxes or any insurance premiums, 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.

The Terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

(Corp Seal)

Kansas Alpha of Phi Delta Theta Alumni Corporation.

By J. W. O'Bryon
President.

Attest;
Fred R. Cowles.
Secretary.

State of Kansas :

Douglas County :ss;

Be It Remembered That on this 12th day of May, A.D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, J. W. O'Bryon President and Fred R. Cowles, Secretary, of the Kansas Alpha of Phi Delta Theta Alumni Corporation, who are personally known to me to be such officers and to be the same persons who as such officers executed the within instrument of writing and duly acknowledged the execution of the same as the voluntary act and deed of such corporation.

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

Frank E. Benke, Notary Public.

L.S.

My Commission expires;
Nov. 8, 1926.

From
Fred Lewis Howard, et al
To
The Davis Wellcome Mortgage Co.

MORTGAGE.

State of Kansas, Douglas County, ss;
This instrument was filed for record on
13th day of May, A.D., 1924, at 10:10AM.

John E. Wellcome - Register of Deeds
By *John E. Wellcome* - Deputy.

This Mortgage, Made this 10th day of May, 1924, by Fred Lewis Howard and Myrtle Ruth Howard, 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 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 Ninety 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 Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty-two (32) Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, containing Forty (40) 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 10th, 1924, to secure the payment of \$1800. 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 two certain promissory notes in writing to said party of the second part, each for the sum of \$45.00 due May 16, 1925 and May 16, 1926, 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,