

time when said principal and interest shall be fully paid.
In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seal on the day and year above mentioned.

William W. Winters (SEAL).
Lota Winters. (SEAL).
Artie D. Winters. (SEAL).

State of Kansas, }
Douglas County. } ss.

Be It Remembered, That on this day of May A.D. 1924 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William W. Winters and Lota Winters, his wife, Artie D. Winters, a single man, personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

L. E. Hoover
Notary Public.

L.S.
My Commission expires May 12, 1926.

MORTGAGE.

From William W. Winters et al.
To The Davis Wellcome Mortgage Co.

State of Kansas, Douglas County, ss.
This instrument was filed for record, on the 23rd day of May, A.D. 1924, at 3:00 P.M.

Isaac C. Wellman
Register of Deeds.

By Joe Wellman Deputy.

This mortgage, Made this 16th day of May 1924 by William W. Winters and Lota Winters, his wife, Artie D. Winters, a single man, 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 the said parties of the first part, in consideration of the sum of Two Hundred Fifty Dollars, to them in hand paid, the receipt of which is hereby acknowledged do be these parties, 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: Beginning at the southwest corner of the northeast quarter (NE¹/₄) of section Twenty (20), thence East one hundred seven and three fourths (107³/₄) rods, thence north Forty eight (48) rods, thence west one hundred seven and three fourths (107³/₄) rods, thence south forty eight (48) rods beginning also the northeast quarter (NE¹/₄) of the southeast quarter (SE¹/₄) of section twenty (20), all in township fourteen (14) south, Range Twenty (20) east of the sixth principal Meridian, containing seventy two (72) 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 Davis Wellcome Mortgage Company dated May 16th 1924 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 twenty certain promissory notes in writing to said party of the second part, each sum of \$12.50, due Nov. 25, 1924, May 25, 1925, Nov. 25, 1925, May 25, 1926, Nov. 25, 1926, May 25, 1927, Nov. 25, 1927, May 25, 1928, Nov. 25, 1928, May 25, 1929, Nov. 25, 1929, May 25, 1930, Nov. 25, 1930, May 25, 1931, Nov. 25, 1931, May 25, 1932, Nov. 25, 1932, May 25, 1933, Nov. 25, 1933, May 25, 1934, respectively, with interest at ten per cent per annum after maturity until payment, 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 maybe 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 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.

William W. Winters.
Lota Winters.
Artie D. Winters.

State of Kansas, }
County of Douglas. } ss.

Be It Remembered, That on this day of May A.D. 1924 before the undersigned a Notary Public in and for the County and State aforesaid, came William W. Winters, and Lota Winters, his wife, Artie D. Winters, a single man, 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.

L.S.
My Commission expires May 12, 1926.

L. E. Hoover.
Notary Public.

The following is extracted from the original instrument.
The debt secured by this mortgage has been paid in full and the Register of Deeds has cancelled the same.
Isaac C. Wellman
Register of Deeds.

L. E. Hoover
Notary Public.