

and 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.S.)

Carrie Haggood
Notary Public within and for Jackson County Missouri.
My Commission expires January 20, 1926

From
W.C. Hill et al
To
Davis-Wellcome Mortgage Co.

MORTGAGE

State of Kansas, Douglas County, SS.
This instrument was filed for record
June 14th A.D. 1924 at 4:30 P.M.

John E. Wellcome
Register of Deeds
by *John Wellcome* Deputy

This Mortgage, Made this 3rd day of June, 1924, by W.C. Hill and L.L. Hill, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The Davis-Wellcome Mortgage Company, 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 Fifty Eight 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:

Beginning at the southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Two (2), Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, thence North Eleven Hundred Twenty Eight (1128) feet, thence West Seven Hundred Twenty Six (726) feet, thence South Eleven Hundred Twenty Eight (1128) feet, thence East Seven Hundred Twenty Six (726) feet to Beginning, covering blocks Fifty Eight (58), Fifty Nine (59) Eighty (80) and Eighty one (81) in varied portion of City of Leecompton; also part of the West Half (W $\frac{1}{2}$) of the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Two (2), Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian, being in Lots One (1) and Two (2) of said Section Two (2) and of Lot One (1), Section Thirty Five (35), Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian, Commencing at the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), thence North to the Kansas River, thence Southeasterly down said river to a point Thirty Two (32) rods Eight and one-half (8 $\frac{1}{2}$) feet East of West line of said Quarter Section Thence West Thirty Two (32) rods Eight and one-half (8 $\frac{1}{2}$) feet to place of beginning to place of beginning less right-of-way of Atchison, Topeka and Santa Fe Railroad and Pacific Mutual Telegraph Company across said land Fifty (50) feet in width, containing Fifty Five (55) 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 June 3rd 1924 to secure the payment of \$1400 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 three certain promissory notes in writing to said party of the second part two each for the sum of \$32.67 due June 10, 1925 and June 10, 1926 and one note for \$2.66 due June 10, 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, 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 herein before referred, 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 or money or any part thereof or any interest thereon or interest and principal or 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 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 and sums so paid 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.

W C Hill
L L Hill

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.

Be It Remembered That on this 14th day of June A D 1924 before the undersigned a Notary Public within and for the County and State aforesaid came W C Hill and L L Hill 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.

(L S)

J E Brasfield
Notary Public

My Commission expires Nov 13, 1927.

Reg Fee
27.12

The following is a true and correct copy of the original instrument.

Recorded May 21 - 1925
Shawnee, Mo.
Register of Deeds