

And the parties to this agreement hereby consent to said extension and agree that said mortgage shall continue a first lien upon said premises, and that said note and mortgage and all their covenants and conditions shall remain in force except as herein modified.

In Witness Whereof, the said **ELMER E. HAGERMAN** and **EMMA M. HAGERMAN**, his wife, have hereunto set their hands and seals this 29th day of September, A. D. 1924.

Elmer E. Hagerman  
Emma M. Hagerman

State of Kansas

SS

County of Douglas,

On this 25th day of October before me personally appeared Elmer E. Hagerman and Emma M. Hagerman, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free and act and deed.

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

L. E. Hoover  
Notary Public

L. S.

My term expires May 12, 1926.

# MORTGAGE

FROM\*\*

Elmer E. Hagerman and Wife,

State of Kansas, Douglas  
County, ss.

To--

The Davis-Wellcome Mortgage Co.

This instrument was filed  
for record on the 14 day of  
Nov. A. D. 1924, at 11:05  
o'clock A. M.

*J. C. Wellman*  
Register of Deeds

By *J. C. Wellman* Deputy

This Mortgage, Made this 29th day of September, 1924, by Elmer E. Hagerman and Emma M. Hagerman, 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 Two Hundred Forty 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 South Half (S $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ); the East Half (E $\frac{1}{2}$ ) of the North Half (N $\frac{1}{2}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) except the North Two (2) acres thereof; also the South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ), all in Section Fourteen (14), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing One Hundred Eight (108) 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 November 26th 1917, to secure the payment of \$3500, 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 seven certain promissory notes in writing to said party of the second part, each for the sum of \$35.00 due December 4, 1925, December 4, 1926, December 4, 1927, December 4, 1928, December 4, 1929, December 4, 1930 and December 4, 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 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, 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, this day and year first above written.

Elmer E. Hagerman  
Emma M. Hagerman

State of Kansas, County of Douglas, ss

Be it Remembered, That on this 25 day of October, A. D. 1924, before the undersigned, a Notary Public within and for the County and State aforesaid, came Elmer E. Hagerman and Emma M. Hagerman, his wife, who are personally known to me to be the same persons who executed the within instrument