

From M.B. Starr et al.  
To Davis-Wellcome Mortgage Co.

## MORTGAGE.

State of Kansas, Douglas County, ss,  
This instrument was filed for record on  
th 26 of Dec. A.D. 1924 At 11:10 A.M.

*Leah M. Wellman*  
Register of Deeds

By *Geo. Wellman* Deputy.

This mortgage Made this 11th day of December 1924 by M.B. Starr and Rose Starr, 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 Thirty 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, 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 southeast quarter (SE $\frac{1}{4}$ ) of section thirty one (31) township thirteen (13) south, range twenty one (21) 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 to the Prudential Insurance Company of America dated December 11th 1924 to secure the payment of \$4600. covering the above described 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 five certain promissory notes in writing to said party of the second part, each for the sum of \$46.00 due January 7, 1926 January 7, 1927, January 7, 1928, January 7, 1929 and January 7, 1930 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 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.

M.B. Starr.  
Rose Starr.

State of Kansas }  
County of Douglas } ss.

Be It Remembered, That on this 12th day of December A.D. 1924 before the undersigned a Notary Public within and for the county and State aforesaid came M.B. Starr and Rose Starr, 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.

Otto A. Durr.  
Notary Public.

My Commission expires  
Feb. 21-1926.

From William Spitzli et al  
To Southwest Mortgage Co.

## MORTGAGE.

State of Kansas Douglas County, ss;  
This instrument was filed for record on the  
27th day of December 1924 at 11:50 A.M.

*Leah M. Wellman*  
Register of Deeds  
By *Geo. Wellman* Deputy.

## KNOWN ALL MEN BY THESE PRESENTS:

That William Spitzli and Ellen Spitzli, his wife, of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage convey and warrant to Southwest Mortgage Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

A Tract described as  
The East Half of the Southeast Quarter of Section Thirty-Four (34) Township Number Twelve (12) South Range Number Twenty-One (21) East.

"The Note hereinafter described is also secured by first mortgage of even date herewith, by and between the parties hereto, covering the following described land in Johnson County, Kansas."

Commencing 40 rods north of the Southwest corner of the Southwest Quarter of Section 35 Township 12 South, Range 21 East thence East 40 rods, thence North 74 Rods to Captain Creek, thence up the meanderings of Captain Creek to Section line, thence South on section line to beginning, and all of

Reg. Fee  
\$1.20

504

Recorded in 1925  
1925

The following is ordered on the original instrument  
The debt secured by this mortgage has been paid in full and the mortgage is hereby released and canceled.  
Attest: My hand and seal of office this 27th day of January 1925.  
Geo. Wellman, Register of Deeds.

Notary Public for Douglas County, Kansas.  
My Comm. expires Feb. 21-1926.