

public in and for said county and state came W.E. Spalding to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

A.F. McElanahan
Notary Public

LS
My Commission expires Apr. 20, 1925.

From
Daniel Kirby et al
To
Davis Welcome Mtg. co

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Feb. 3, 1925. At 11:15 A.M.

James E. Williamson
Register of Deeds.

This mortgage made this 22nd day of January 1926, by Daniel Kirby and Elsie M. Kirby his wife of the County of Douglas and State of Kansas, parties of the first part to The Davis Welcome 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 Six hundred Two dollars to them in hand paid the receipt of which is hereby acknowledged do by these presents grant, bargain, sell, convey and warrant 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 west half (W $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) the southeast quarter (SE $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) and the west half (W $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of section thirty three (33) Township twelve (12) south range nineteen (19) east of the sixth Principal Meridian, containing one hundred forty (140) acres more or less, except right of way, of telephone line.

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 January 22nd 1926 to secure the payment of \$8600 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 one certain promissory note in writing to said party of the second part payable in installments as follows: \$43.00 on Sept. 1, 1926, Mar. 1, 1927 Sept 1, 1927; Mar 1, 1928; Sept 1, 1928; Mar 1, 1929; Sept 1, 1929; Mar 1, 1930; Sept 1, 1930 Mar 1, 1931; Sept 1, 1931- Mar 1, 1932; Sept 1, 1932; and Mar 1, 1933 respectively, with interest at ten per cent per annum after maturity until payment both principal and interest payable at the office of The Davis Welcome Mortgage Company, 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 said The Davis Welcome Mortgage Company in securing a loan for said parties of the first part which loan is secured by the mortgage hereinafore 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 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. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part and may pay any unpaid taxes or assessments charged against said property and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

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

Daniel Kirby
Elsie M. Kirby

State of Kansas
County of Douglas SS

Be it remembered, That on this 23rd day of January A.D. 1926 before the undersigned a Notary Public within and for the county and state aforesaid came Daniel Kirby and Elsie M. Kirby 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.

F.C. Whipple
Notary Public

LS

My Commission expires Jan. 27, 1927

The following is endorsed on the original instrument:
This mortgage was made by Daniel Kirby and Elsie M. Kirby to The Davis Welcome 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.

Recorded 2-2-1925
By J. E. Williamson
Register of Deeds

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