## MORTGAGE RECORD 67

Boing a series of eleven notes in the consecutive amounts of \$5.65; \$155.25; \$155.06; \$150.86; \$148.67; \$146.48; \$144.28; \$142.09; \$139.90; \$137.70; \$2,160.51, the first note being payable on March 1, 1928 and one of the remaining notes being payable on each September first and March first thereafter, with interest after maturity until paid at the rate therein specified. The said parties of the first part hereby covenant and agree with the said party of the thereafter and eachers an follows:

second part its successors and assigns, as follows: second part its successors and assigns, as follows: First: -To pay all taxes and assessments and charges of every character which are now, or which hereafter may hereafter may become liens on sid real estate when due. To pay all taxes assessed is ured hereby, before the same become deling uent, provided the amount of such latter taxes together with ured hereby, before the same become deling uent, provided the amount of such latter taxes together with it does not he loan secured hereby does not exceed the maxium peraitted by law to be paid, but if the interest on the loan secured hereby does not exceed the maxium peraitted by law to be paid, but if does not pay the taxes, charges, liens or assessments herein covenanted to be paid the holder of this does not pay be taxes, charges, liens or assessments herein covenanted to be paid the holder of this does not pay be taxes, charges, liens or assessments herein covenanted to be paid the holder of this motigage may pay them and be entitled to intorest on the same at the rate of ten per cent per annum, motigage shall stand as security for the amount so paid, with interest. good condition and repair as of this date und to commit or permit no waste. good condition and repair as of this date und to commit or permit no waste. good conditions no or nereafter erected on said real estate insured and to deliver the policies part, the buildings now on or horeafter erected on said real estate insured and to deliver the policies and renowals thereof to said party of the second part. In case of failure to koop said buildings so insured, and to deliver the policies and renowals thereof are of the motigar any affect such insurance and the anount so paid with interest at ten per cent per annum, shall be secured by this mertgage. ts successors and assigns, as ionious. First: To pay all taxes and assessments and charges of every character which are now, or

affect such insurance and the amount so paid with interest at ten per cent per annum, shall be secured by this mortgage. Fourth, In case taxes, assessments, charges liens and insurance premiums are paid as here in provided by the party of the second part, the amount so paid may be collected from the party of the first part on demand, together with interest at ten per cent per annum from date of payment. Thith, If the maker or makers of said notes shall fail to pay any of said notes, or any of the time payment of the notes herein, or any notes given as evidence of interest on any extension of the time payment of the notes herein, or any notes given as evidence of interest on any extension of the time payment of the dobt herein secured when the same shall be due, or threads a failure to ofform with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the said party of the second part without notice, and this mortgage may be forcelesed, interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise, until paid. Then the indobtedness secured hereby, has been fully paid and the foregoing covenants and conditions have been kept and performed, this conveyance shall be void and shall be released by the said party of the second part at the cost and expense of the said party of the first part, in case of and party of the second part at the cost and expense of the said party of the first part, in case in fostioney Mhered, therwise to remain in full force and offect. In fostioney markers, the said parties of the first part hands the day and year first above written. Arthur W. Cunningham (SEAL)

(SEAL)

State of Kansas Douglas County ISS

Be it remembered, That on this 20th day of February 1926 before the undersigned a Notary Public in and for said county appeared Arthur W. Cunningham and Mary I. Cunningham husband and wife the are to me personally known to be the identical persons who executed the foregoing mortgage deed and dal 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. Wm La Coss

Notary Public Douglas County, Kansas

Mary I. Cunningham

LS My Commission expires January 22, 1929.

\* \* \* \* \* \* \* \* \* \* \* \* \*

From Charlotte E. Dunigan

Davis-Wellcome Mtg. co

State of Kansas Dougoas co. ss This instrument was filed for record Feb. 26, 1926. At 9:50 A.N.

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Register of Deeds.

Lussa Lucies american Estercistation Sciences and Sciences This Mortgage, Made this 11th day of February 1926 by Charlotte E. Dunigan, a widow, of the county of Douglas and State of Kanass party of the first part to The Davis-Wellcome Mortgage Company, a corporation/existing under the laws of the State of Kanass, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part.

MOR TGAGE .

County of Shawmee and State of Kansas, party of the second part. Witnesseth, That said party of the first part in consideration of the sum of ninety Eight Dollars to her in hand paid, the receipt of which is hereby acknowledged does by these presents, Grant, bargain sell, convey and warrafi unto the said party of the second part its successors or asign the real estate situated in the County of Douglas and State of Kansas, particularly bounded and describ ed as follows to-wit:

The northeast quarter (NE4) of section fourteen (14) Township thirteen (13) South Range mineteen (19) east of the sixth principal Meridian except pipe line right of may

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 apparter to nave and to hold, the same, together with all and the under the tone below the fortexing and the information of the first part to the Prudential mortgage is subject and second to a mortgage executed by the party of the first part to the shown Insurance Compuny of America, dated April 4th 1916 to secure the payment of \$1400 covering the above

Insurance Company of Adverses, and these presents are upon this express condition that whereas, and provided Always, And these presents are upon this express condition that whereas, and the provided Always, and these presents are upon this express condition that whereas, and the provided Always, and these presents are upon this express condition that whereas, and the provided Always, and these presents are upon this express condition that whereas, and the provided Always, and the second part pupula in installments as follows: \$7.00 on Oct. 7, 1926; Apr. 7, 1927, Oct. 7, 1927, Oct. 7, 1928, Oct. 7, 1928, Oct. 7, 1929, Oct. 7, 1920, Oct. 1931, respectively, with interest at ten per cuit per annum after maturity until cipal and interest payable at the office of ----The Davis -Wellcome Mortgage Com d'and it is distinctly understood and agreed that the note secured by this mortgage - consideration of the services of said THE DAVIS - WELLCOME MORTGAGE COMPANY, in Well said party of the first part, which lean is secured Topeka, Kans 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 - TELLCORE MORTGARE CORE NOT, in securing a losh for said party of the first part, which loan is secured by the mortgage hereinbefore referred to and er-cepted, 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 doan is paid whelly or partly before its maturity. Now, if said party 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 tange of the same then there presents shall be 120

with the interest thereon, according to the terms and tener of the same, then these presents shall be

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