

From  
Daniel A. White  
To  
Davis Wellcome Mtg. co

## MORTGAGE.

State of Kansas, Douglas co. ss  
This instrument was filed for  
record March 27, 1926. At 2:35  
P.M. Geo. E. Wellcome  
Register of Deeds.

Rep. No. 1598  
Vol. 178

This Mortgage, Made this 1st day of March 1925 by Daniel A. White and Mary M. White and 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 the said parties of the first part in consideration of the sum of Two hundred fifty 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 particular-ly bounded and described as follows, to-wit:

The south one hundred (100) acres of the southeast quarter (SE $\frac{1}{4}$ ) of section fifteen (15) Township fifteen (15) south Range nineteen (19) east of the sixth Principal meridian containing one hundred (100) 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 incumbrances. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Prudent-ial Insurance Company of America, dated March 1st 1926 to secure the payment of \$3600, 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: \$18.00 on Sept. 15, 1926; March 15, 1927; Sept. 15, 1927; March 15, 1928; Sept. 15, 1928; March 15, 1929, Sept. 15, 1929; March 15, 1930, Sept. 15, 1930 March 15, 1931 Sept. 15, 1931. March 15, 1932; Sept. 15, 1932; March 15, 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 Wellcome 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 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 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 or 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 appraisalment 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 in 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 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. 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 A. White  
Mary M. White

State of Kansas }  
County of Franklin } SS

Be It Remembered That on this 27th day of March A.D. 1926 before me the undersigned, a Notary Public within and for the County and State aforesaid, came Daniel A. White a single man, and Mary M. White a widow, 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.)

M Martin  
Notary Public

My commission expires Apr 24th 1927.

The following is endorsed on the original instrument.

The debt secured by this mortgage has been paid in full and the Register of Deeds is authorized to release it of record.

Geo. E. Wellcome  
137 South 1st Street  
Topeka, Kansas

Recorded March 31<sup>st</sup> 1926.

Geo. E. Wellcome  
Register of Deeds