

MORTGAGE RECORD 67

323

From
Alvena E. Dolisi
To
Davis Wellcome Mfg. Co.

MORTGAGE

State of Kansas Douglas co. ss
This instrument was filed for record
Apr. 3, 1928. At 10:20 A.M.

Dea E. Wellman

Register of Deeds.

This Mortgage. Made this 30th day of March 1926 by Alvena E. Dolisi, a widow of the county of Douglas and State of Kansas party 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 party of the first part in consideration of the sum of seventy five, Dollars to her in hand paid the receipt of which is hereby acknowledged does 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 southwest quarter (SW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section thirty four (34) Township twelve (12) south range twenty one (21) east of the sixth Principal Meridian containing forty (40) 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 party of the first part to The Prudential Insurance Company of America dated March 30th 1926 to secure the payment of \$1500 covering the above described real estate.

Provided Always, And these presents are upon this express condition that whereas said party of the first part has this day executed and delivered one certain promissory note in writing to said party of the second part payable in installments as follows: \$18.75 on Oct. 5, 1926, April 5, 1927, Oct. 5, 1927; and April 5, 1928 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 said The Davis Wellcome Mortgage Company in securing a loan for said party 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 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 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 appraisement 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, provided such interest or other charges are not paid from the proceeds of the sale of said premises. Party 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 party of the first part has hereunto set his hand the day and year first above written.

State of Kansas }
County of Douglas:SS

Alvena E. Dolisi.

Be it remembered, That on this 1st day of April A.D. 1926 before the undersigned a Notary Public within and for the county and state aforesaid came Alvena E. Dolisi a widow who is personally known to me to be the same person who executed the within instrument of writing and such person 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.

LS

Adolph Lotz Jr.
Notary Public

My commission expires January 29th 1927.

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From
D. Coen Eyren

ASSIGNMENT.

State of Kansas Douglas co.
This instrument was filed for
record Apr. 5, 1928. At 11:00 P.M.

To
C.E. Merwin The following is endorsed on original instrument Book 69 Page 130

Dea E. Wellman
Register of Deeds.

For Value received the undersigned owner of the within mortgage, does hereby assign and transfer the same to C.E. Merwin,
State of Kansas }
County of Douglas :SS

D. Coen Eyren.

Be it remembered, that on this 3rd day of April A.D. 1926 before me the undersigned a Notary Public in and for said county and state came D. Coen Eyren the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment,

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

LS

Gep W. Kuhne.
Notary Public

My Commission expires Jan. 25, 1930

See assignment of mortgage on Book 69 page 365

the premises hereby conveyed.