

From Fidelity Nat'l. Bank
To Citizens Light, Heat & Power co.

RELEASE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Jan. 15, 1927 At 9:50 A.M.

W. E. Wellman
Register of Deeds.

Know all Men by these presents, that in consideration of full payment of all the bonds and interest thereon and indebtedness secured by a mortgage made and executed by the Citizens Light, Heat & Power Company, a Delaware Corporation to the Fidelity Trust Company, a corporation organized and existing under and by virtue of the laws of the state of Missouri and having its principal place of business at Kansas City, Missouri, a trustee, which mortgage indenture is dated July 1st, 1905 and which mortgage indenture is recorded in book 41 at pages 180 to 195 inclusive of mortgages of the records of Douglas County, Kansas, that the Fidelity National Bank and Trust Company of Kansas City, a National Banking corporation with its place of business at Kansas City, Missouri, successor of the above mentioned mortgage and the said mortgage is hereby released and discharged of record.

Dated at Kansas City, Missouri, this 10th day of January A.D. 1927.

corp. seal

The Fidelity National Bank and Trust Company
of Kansas City.

By-- A.R. Strother--vice president.

Attest: A.D. Rider--secretary.

State of Missouri |
Jackson County | SS

Be it remembered, That on this 10th day of January A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid came A.R. Strother vice president of The Fidelity National Bank and Trust Company of Kansas City a corporation duly organized incorporated and existing under and by virtue of the laws of the United States of America and A.D. Rider Secretary of said corporation, who are personally known to me to be such officers and who are personally known to me to be the persons who executed as such officers, the within instrument of writing on behalf of such corporation and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

J. Frank Jamison.
Notary Public.

LS
My commission expires June 23, 1927.

From J.E. Haverty
To Davis Wellcome Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Jan. 11, 1927. At 8:30 A.M.

W. E. Wellman
Register of Deeds.

Rec. No. 2295
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This mortgage Made this 6th day of August 1926 by J.E. Haverty and Sarah J. Haverty 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 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 (1/2) of the southwest (SW 1/4) of section nine (9) Township thirteen (13) south, range twenty one (21) east of the sixth principal Meridian containing eighty (80) 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 parties of the first part to The Prudential Insurance Company of America dated November 30th, 1921 to secure the payment of \$4000 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: \$20.00 on June 6, 1927; Dec. 6, 1927; June 6, 1928; Dec. 6, 1928; June 6, 1929; Dec. 6, 1929; June 6, 1930; Dec. 6, 1930; June 6, 1931 and Dec. 6, 1931 respectively, with interest at ten per cent per annum after maturity 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 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; 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 an extinguish any prior or outstanding