

MORTGAGE RECORD 67

553

From *To*
Kappa Kappa Gamma House Ass'n.
Wm. E. Higgins

RELEASE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Mar. 10, 1927. At 2:20 P.M.

Isa. E. Wellman
Register of Deeds.

Know All Men by These Presents, That in consideration of full payment of the debt secured by a mortgage by The Kappa Kappa Gamma House Association, a corporation to William E. Higgins dated the first day of June 1912, which is recorded in book 48 of Mortgages page 591 of the records of Douglas County, Kansas, and which said mortgage was by said mortgagee, William E. Higgins, duly assigned to the Register of Deeds of Douglas County, Kansas.

Now Therefore, In consideration of the premises and the payment of said debt satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 9 day of March 1927.

State of Missouri }
Jackson County } SS

Edwin C. Meservey
Trustee----

Be it remembered, That on this 9th day of March 1927 before me Mabel B. Kile, a Notary Public in and for said county and state came Edwin C. Meservey 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.

IS
My commission expires January 31, 1931.

Mabel B. Kile
Notary Public.

From
Harry J. Ambler
To
Davis Wellcome Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Mch. 10, 1927. At 4:25 P.M. Reg. No. *2468*

Isa. E. Wellman
Register of Deeds

This Mortgage, Made this 28th day of February 1927 by Harry J. Ambler and Nettie May Ambler, 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 Three Hundred Twenty Five 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 north half (N $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) and the east sixty (60) acres of the south half (S $\frac{1}{2}$) of the northeast (NE $\frac{1}{4}$) of section thirty four (34) Township thirteen (13) south, range twenty one (21) East of the sixth Principal Meridian containing one hundred forty (140) 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 February 28th, 1927, to secure the payment of \$6500, 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: \$81.25 on March 10, 1928, March 10, 1929, March 10, 1930, March 10, 1931, 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 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 of partly before 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 the 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 move 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 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.

Clerk of Court
Douglas County, Kansas
Filed for record
March 10, 1927

The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the mortgage is hereby cancelled.
Isa. E. Wellman
Register of Deeds
March 10, 1927