

To have and to hold the same foreverm subject nevertheless to conditions therein set forth. And the said mortgage covenants that there is now owing and unpaid on account of said mortgage the principal sum of \$3500.00 with interest.

In Witness Whereof, the said Mortgagee has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 16th day of March, 1927.

Attest:
Glen L. Bennett
Secretary.

corp. seal.

Collins Mortgage
By J.C. Collins, Vice president.

State of Missouri
Jackson County

Before me K.J. Lilla Notary Public, within and for said county and state on this 19th day of March 1927 personally appeared J. Collins Vice President of the Collins Mortgage Company, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal, the date last above written.

LS
My commission expires December, 10, 1929.

K.J. Lilla
Notary Public.

From
J.M. Watts
To
Davis-Wellcome Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for
record Mch. 23, 1927. At 9:50 A.M.

J. E. Wellcome
Register of Deeds

This Mortgage Made this 16th day of March 1927, by J.M. Watts and Grace E. Watts his wife, P.A. Watts a single man 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 One Hundred Fifty 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 east half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) and the northwest quarter (NW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$) of section twelve (12) Township twelve (12) south, range seventeen (17) east of the sixty Principal Meridian, containing one hundred twenty (120) 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 March 16th, 1927, to secure the payment of \$3000 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: \$15.00 on Sept. 20, 1927; March 20, 1928; Sept. 20, 1928; March 20, 1929; Sept. 20, 1929; March 20, 1930; Sept. 20, 1930; March 20, 1931; Sept. 20, 1931; and March 20, 1932 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 parties of the first part, which loan is secured by the mortgage hereinbefore referred to and accepted 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 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 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; 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 parties of the first part have hereunto set their hands the day and year first above written.

J.M. Watts
Grace E. Watts
P. A. Watts.

The following is endorsed on the original instrument.
This mortgage was made by J.M. Watts and Grace E. Watts, his wife, 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, for the purpose of securing the payment of a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and accepted 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.

Recorded March 17, 1927.

J. E. Wellcome
Register of Deeds