

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: \$28.00 on Feb. 1, 1930 Feb. 1, 1931, Feb. 1, 1932, Feb. 1, 1933, Feb. 1, 1934, Feb. 1, 1935, and Feb. 1, 1936, respectively, with interest at ten percent 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 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 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, 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.

Elmer F. Allen
Mattie B Allen

STATE OF KANSAS, COUNTY OF Shawnee, SS.

Be It Remembered, That on this 21st day of January A. D. 1929 before the undersigned, a Notary Public within and for the County and State aforesaid, came Elmer F. Allen and Mattie B. Allen, his wife, 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.

Legal
Seal

Laura Morgan

Notary Public.

My Commission expires July 6, 1930

Recorded Jan. 19th, A. D. 1929 at 11:05 A. M.

Elmer F. Allen
Register of Deeds

ASSIGNMENT.

(The following is endorsed on the original instrument Book 59, page 183.)

Know All Men By These Presents, That Nick Doffing of Jackson County in the State of Missouri the within mentioned mortgagee in consideration of the sum of Ten Dollars and other good and valuable consideration to him in hand paid the receipt of which is hereby acknowledged does hereby sell assign, transfer and convey unto Merchants Loan and Savings Bank Lawrence, Kansas heirs and assigns the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

To Have and To Hold the same, Forever, subject nevertheless to the conditions therein contained.

In Witness Whereof, The said mortgagee has hereunto set his hand this 11th day of January 1929.

Executed in presence of:

Nick Doffing

State of Missouri |
Jackson County | SS

Be it remembered, That on this 11th day of January 1929 before me the undersigned a Notary Public in and for said County and State came Nick Doffing who is personally known to me to be the same person who executed the foregoing Assignment of Mortgage, and such person has 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.

Georgia B. Knapheide
Notary Public Jackson County Missouri

ES

Term expires March 20, 1932

Recorded Jan 23, 1929 at 4:50 P.M.

Elmer F. Allen
Register of Deeds

*copy
of
the
mortgage
deed
and
assignment
to
Merchants
Loan
and
Savings
Bank
Lawrence,
Kansas
by
Nick
Doffing
and
his
wife
Mattie
B. Allen
on
Jan. 21, 1929
before
Laura
Morgan,
Notary
Public,
Shawnee,
Kansas.*