

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: \$12.50 on Feb. 26, 1932 Aug. 26, 1932 Feb. 26, 1933 and Aug. 26 1933 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 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.

Charles W. Shoemaker  
Minnie Shoemaker

STATE OF KANSAS, COUNTY OF OSAGE, SS.

BE IT REMEMBERED, That on this 20th day of August A. D. 1931 before the undersigned, a Notary Public within and for the County and State aforesaid, came Charles W. Shoemaker and Minnie Shoemaker 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

My commission expires Nov. 24, 1933

J. A. Cordts Notary Public

Recorded Aug. 21 A. D. 1931 at 3:35 P. M.

*Eli E. Armstrong* Register of Deeds

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# MORTGAGE

THIS MORTGAGE, Made the 19th day of August A. D. 1931 Between Charles W. Shoemaker and Minnie Shoemaker his wife, of the County of Osage and State of Kansas parties of the first part, and The Prudential Insurance Company of America, a body corporate existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part, WITNESSETH: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of One Thousand Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 26th day of August A. D. 1936 being principal note, which note bears interest from August 26, 1931 at the rate of six per cent per annum, payable semi-annually.

Both principal and interest bear interest after maturity at the rate of ten (10) per cent per annum, payable annually until paid and said note is made payable to the order of said The Prudential Insurance Company of America, in the City of Newark, New Jersey, in gold coin of the United States of America, of the present legal standard of weight and fineness or its equivalent.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas to wit: The South Half (S $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Fourteen (14) Township Fifteen (15) South, Range Seventeen (17) East of the Sixth Principal Meridian, containing Eighty (80) Acres, more or less.

AND the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated the parties of the first part will pay such taxes or assessments when the same become due and payable; and they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved the said party of the second

The following is enclosed on the original instrument.  
The debt secured by this mortgage has been paid to said and the Register of Deeds is authorized to release it of record.  
Copy Sent To Davis-Wellcome Mortgage Company, Topeka, Kas.  
R. B. Smith, Secy. Genl.

Recorded Sept. 5, 1931.  
Eli E. Armstrong,  
Register of Deeds.

Rec. No. 127  
Fee Paid \$2.50  
In Entry on  
Book 77 Page 569

To return to 543

KNOW  
mort  
reco  
mort  
Date