

STATE OF KANSAS,
COUNTY OF JOHNSON, SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 20 day of August 1931 personally appeared Mary E. Waddel, a widow, Daisy Roussele and Fred Roussele, her husband; George W. Waddel, a single man; and Hester Sophrona Pritchard and Charles Pritchard, her husband, and to me personally known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth, and the said Mary E. Waddel and George W. Waddel further declared themselves to be single and unmarried.

Witness my hand and official seal the day and year above set forth.

Legal Seal

W. F. Braun
Notary Public

My commission expires Aug. 8, 1935.

STATE OF KANSAS,
COUNTY OF JOHNSON, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 20 day of August 1931, personally appeared Earl A. Waddel and Marie Waddel, his wife, and Hazel L. Edenfield and Joseph I. Edenfield, her husband and to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and official seal the day and year above set forth.

Legal Seal

W. F. Braun Notary Public

My commission expires Aug. 8, 1935

STATE OF MINNESOTA,
COUNTY OF HENNEPIN, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of August 1931 personally appeared Carl J. Waddel and Bertha L. Waddel, his wife, and to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and official seal the day and above set forth.

Legal Seal

Mary Boehm
Notary Public

My commission expires Aug. 13th 1935

Mary Boehm
Notary Public, Hennepin County, Minn.
My commission expires Aug. 13, 1935

Recorded Sept. 2, A. D. 1931 at 10:50 A. M.

Chas. E. Armstrong Register of Deeds

Reg. No. 1534
New Filed 25

SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Mary E. Waddel, a widow; Daisy Roussele and Fred Roussele, her husband; Earl A. Waddel and Marie Waddel, his wife; Carl J. Waddel and Bertha L. Waddel, his wife; Hazel L. Edenfield and Joseph I. Edenfield, her husband; George W. Waddel, a single man; and Hester Sophrona Pritchard and Charles Pritchard, her husband, hereinafter called the first party whether one or more, hereby convey, mortgage and warrant to Commerce Trust Company, a Missouri, Corporation, located at Kansas City, Missouri, hereinafter called the second party and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit: The Northeast fractional quarter (4) of Section Three (3) Township Fifteen (15) South, Range Twenty-one (21) East, containing 160 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging. This mortgage is subject to a mortgage of Three Thousand and no/100 Dollars, to Southwest Mortgage Company, Kansas City, Missouri, dated June 12, 1924 conveying the same real estate herein described.

This mortgage is given to secure performance of the covenants herein and payment to Commerce Trust Company its successors and assigns, of the sum of One Hundred Fifty and No/100 Dollars according to the terms of a certain promissory note of even date herewith, executed by first part, payable to the second party, or order, at its office in Kansas City, Missouri, with interest on said amount according to the terms of said note. This mortgage also secured any and all sums which may be advanced under the terms hereof in payment of prior liens on said real estate.

Any lawful holder hereof is expressly authorized to pay any and all sums he or it may deem necessary to protect the title to said premises and keep the same free from all other liens of whatever nature, except the prior mortgage above mentioned, including attorney's fees incurred in all actions in defending such title or the validity or priority of this mortgage, and if any prior mortgage be held by other than the second party hereto, then any part of the principal debt or interest secured thereby, which may be taken up held or owned by said lawful owner hereof, and any and all other sums paid, as herein authorized shall be a further lien upon said premises, due on demand and be secured hereby and may be included in any judgment or decree entered hereon; and all sums hereby secured shall draw interest at the rate of ten per cent per annum, payable annually from and after the respective dates of expenditure, except the note above described, which shall bear interest as provided therein.

If all payments be made as herein specified and provided for and all covenants and agreements, fulfilled, then these presents shall be void and shall be released, the first party hereby agreeing to pay cost of such release; otherwise to remain in full force and effect.

THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT:
August 18, 1934
Received of Carl J. Waddel
the sum of One Hundred Fifty
and No/100 Dollars in full
satisfaction of the within mortgage.
By my hand and official seal
this 18th day of August 1934.
Equity
Chas. E. Armstrong
Register of Deeds