

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 West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Six (6), Township Thirteen (13), South, Range Nineteen (19), East of the Sixth Principal Meridian, containing Seventy-eight and seventy-four Hundredths (78 $\frac{74}{100}$ ) 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 May 26, 1923, to secure the payment of \$4000.00, 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: \$12.50 on Dec. 1, 1933; June 1, 1934; Dec. 1, 1934; June 1, 1935; Dec. 1, 1935; June 1, 1936; Dec. 1, 1936; June 1, 1937; Dec. 1, 1937; June 1, 1938; Dec. 1, 1938; and June 1, 1939, 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.

Asa R. Colman  
Nellie E. Colman

STATE OF KANSAS, COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this 18 day of April, A. D. 1933, before the undersigned, a Notary Public within and for the County and State aforesaid, came ASA R. COLMAN and NELLIE E. COLMAN, 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 January 13th, 1936

John C. Enick  
Notary Public.

Recorded May 19, A. D. 1933 at 8:35 A. M.

*E. S. Coontz* - Register of Deeds

#### MORTGAGE

THIS MORTGAGE, made the 18th day of May, A. D. 1933 Between Erwan C. Wade and Wilma E. Wade his wife of the County of Douglas, and State of Kansas, parties of the first part, and C. F. Richards party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said C. F. Richards for money borrowed in the sum of Eight Hundred and Forty-Five DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 18th day of May A. D. 1936, being principal note, which note bears interest from May 18th 1933 at the rate of Seven 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 C. F. Richards 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

This Release  
of all written  
Mortgage  
entered  
in the  
County of  
Douglas  
State of  
Kansas  
May 19, 1933  
at 8:35 A. M.

Page No. 2150  
Vol. No. 9200

See Note Book for Release

State of  
County of  
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Public in  
personall  
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Legal Seal  
Term expir  
Recorded M