

MORTGAGE RECORD No. 79

Receiving No. 2399

Reg. No. 614
Fee Paid \$0.25-

MORTGAGE

THIS MORTGAGE, Made this 4th day of May, 1936, by WILLIAM B. KIRBY and DORIS L. KIRBY, his wife, 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 EIGHT and 50/100 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:

West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) Section Thirty Three (33), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, except right-of-way of telephone lines,
Also beginning at the Northwest Corner of the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirty Three (33), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, thence West Twenty (20) feet, thence South Twenty (20) feet, thence East Twenty (20) feet, thence North Twenty (20) feet to the place of beginning, containing in the aggregate Forty One (41) 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 1, 1936, to secure the payment of \$1500.00, 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:

\$10.85 on Sept. 1, 1936, March 1, 1937, Sept. 1, 1937, March 1, 1938, Sept. 1, 1938, March 1, 1939, Sept. 1, 1939, March 1, 1940, Sept. 1, 1940, March 1, 1941, Sept. 1, 1941, 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 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.

William B. Kirby
Doris L. Kirby

State of Kansas, County of Shawnee, SS.

BE IT REMEMBERED, That on this 4th day of May, A. D. 1936, before the undersigned, a Notary Public within and for the County and State aforesaid, came WILLIAM B. KIRBY and DORIS L. KIRBY, 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.

Laura Morgan
Notary Public.

(SEAL) My Commission expires July 6, 1938

Recorded May 21, 1936 at 4:45 P.M.

Harold A. Bink Register of Deeds.

This debt secured by this mortgage has been paid in full and the same is hereby cancelled and released this 1st day of March, 1941. The Davis-Welcoming Mortgage Company. By Frank S. Davis, Vice President

This release was written on the original mortgage and this debt is paid in full and released this 1st day of March, 1941.

Harold A. Bink