

DOUGLAS COUNTY

them, shall entitle the parties of the first part to immediate possession of the premises described herein, and the parties of the second part shall forfeit all payments made under this contract.

This contract shall be in duplicate, one copy of which shall remain with each party to this contract. When any payment is made on this contract, the person paying the same take a duplicate receipt therefor from the parties hereto or their assigns.

IN WITNESS WHEREOF the parties have hereunto set their hand the day and year first above written.

STATE OF Nebraska }
Douglas County } ss.

Vera K. Cowan
Bernie B. Cowan
Fred E. Johnson
Mrs. Melissa McKike Johnson

Before me J H Ashly a Notary Public in and for said County, this day personally came Vera K. Cowan and her husband Bernie B. Cowan who are known to me to be the identical persons herein named.
Given under my hand and Notarial Seal this 7th day of October, 1938.

(SEAL) My commission expires the 2 day of September 1938

J H Ashly Notary Public

Recorded May 9, 1938 at 2:15 P.M.

Nard R. Beck Register of Deeds.

Reg. No. 1459
Fee Paid \$3.75

Receiving No. 5976 L

MORTGAGE

THIS MORTGAGE, made the 6th day of May, A.D. 1938, Between FLORENCE PENNY, a widow, of the County of Douglas, and State of Kansas, party of the first part, and THE DAVIS WELLCOME MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,
Witnesseth: That whereas the said party of the first part is justly indebted to the said THE DAVIS WELLCOME MORTGAGE COMPANY for money borrowed in the sum of FIFTEEN HUNDRED DOLLARS, to secure the payment of which she has executed one promissory note, of even date herewith, payable on the 13th day of May, A.D. 1945, being principal note, which note bears interest from May 13, 1938 at the rate as set forth in said note, payable semi-annually.

Both principal and interest bear interest after any default at the rate of ten (10) per cent per annum, and said note is made payable to the order of said THE DAVIS WELLCOME MORTGAGE COMPANY, at Topeka, Kansas, in lawful money of the United States of America, or at such other place as may be designated in writing by the owner and holder of said note.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said party 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, does by these presents mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all of the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to-wit:

West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty Seven (27), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, containing Eighty (80) Acres, more or less.

AND the said party of the first part expressly agrees 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 agrees 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 party of the first part will pay such taxes or assessments when the same become due and payable; and that she 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 by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said party of the first part further agrees to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payment as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

As additional and collateral security for the payment of said note the party of the first part hereby assigns to said party of the second part, or assigns, all the rights and benefits accruing to the

This Release
was written
on the original
Mortgage &
entered
this 10th day
of October
1938
H. Ashly
Not. of Deeds.

The amount owed by this mortgage has been paid in full, and the same is hereby canceled this 23rd day of December 1938. J. H. Ashly, Notary Public.