

MORTGAGE

THIS MORTGAGE, Made this 6th day of May, 1938, by FLORENCE PENNY, a widow, of the County of Douglas and State of Kansas, party 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 party of the first part, in consideration of the sum of SIXTY DOLLARS, to her 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 Section Twenty Seven (27), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, containing Eighty (80) 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 incumbrances. This mortgage is subject and second to a mortgage executed by the party of the first part to THE DAVIS WELLCOME MORTGAGE COMPANY, dated May 6th, 1938, 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 party of the first part has this day executed and delivered one certain promissory note in writing to said party of the second part, payable in installments as follows:

\$15.00 on Nov. 15, 1938, May 15, 1939, Nov. 15, 1939, and May, 15, 1940 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 party 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 party 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 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 party 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 be come 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 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 party of the first part has hereunto set her hand, the day and year first above written.

Florence Penny

STATE OF KANSAS, COUNTY OF Douglas, ss.

BE IT REMEMBERED, That on this 17 day of June, A.D. 1938, before the undersigned, a Notary Public within and for the County and State aforesaid, came FLORENCE PENNY, a widow, who is personally known to me to be the same person who executed the within instrument of writing and such person 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.

C. B. Hosford
Notary Public.

(SEAL) My Commission expires June 26-1939.

Recorded June 17, 1938 at 2:00 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 6144 <

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Florence Penny, a widow, on the West Half $\frac{1}{2}$ of Northeast Quarter (NE $\frac{1}{4}$) Section twenty-seven (27) Township Thirteen (13) Range Twenty (20) Douglas County, Kansas dated the 10th day of August, A.D. 1932, which is recorded in Book 73 of Mortgages, page 250, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 17th day of June A.D. 1938.

Thomas Oliver Akin

STATE OF KANSAS,)
Douglas County,) ss.

Be it Remembered, That on this 17 day of June A.D. 1938 before me C.B. Hosford a Notary Public in and for said County and State, came Thomas Oliver Akin to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C.B. Hosford
Notary Public.

(SEAL) My Commission Expires June 26, 1939

Recorded June 17, 1938 at 2:05 P.M.

Harold A. Beck Register of Deeds.

This debt secured by this mortgage is now paid in full and the same is hereby cancelled and no longer valid. Witness my hand and the seal of said County of Douglas, Kansas, this 17th day of June, 1938.
 (Copy Seal)
 C. B. Hosford
Notary Public

This Release
 contains
 nothing
 official
 unless
 signed
 and
 sealed
 by
 the
 proper
 officer
 of
 said
 County
 of
 Douglas
 Kansas