

maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In witness whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

State of Kansas, Douglas County, ss.
Be it remembered, that on this 29th day of July A.D. 1920, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William H. Kohr and Emma D. Kohr, his wife his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at the day and year last above written.

William H. Kohr, (Seal)
Emma D. Kohr, (Seal)

Commission expires January 29th, 1923.
Recorded July 30, 1920,
At 4:00 o'clock P.M.

(U.S.) Adolph Lotz, Jr.
Notary Public.

Estelle Northrup
Register of Deeds,
Gene & Lou
Deputy.

MORTGAGE.

This indenture, Made this 23rd day of July in the year of our Lord, nineteen hundred and twenty, by and between William H. Kohr and Emma D. Kohr husband and wife of the County of Jackson and State of Missouri parties of the first part, and The Central Trust Co., party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of Two Hundred Twenty Five Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Pargain, Sell, convey and Warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate, situate in County of Douglas and State of Kansas, to wit:

The South Half of the Northwest Quarter of Section Nineteen (19), and the Southwest Quarter of the Northeast Quarter of Section Nineteen (19), Township Thirteen (13), Range Twenty one (21) East of the Sixth Principal Meridian, containing 118.44 acres.

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 except a mortgage of even date herewith for \$4500 maturing August 1, 1925

Provided, Always, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their 10 certain promissory notes in writing to said party of the second part, for the sum of \$22.50 each, due on or before the first days of February and August in each year for five consecutive years with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of The Central Trust Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of The Central Trust Co. 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 notes do not represent any portion of the interest on said loan and are 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 notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this 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 of 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 appraisalment, 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. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

William H. Kohr,
Emma D. Kohr,

*The following is endorsed on the original instrument:
The debt secured by this mortgage has been paid in full and the same is hereby acknowledged by the mortgagor on the 1st day of September 1925.
The Central Trust Company
Charles Woodward
Vice Pres. & Secy*

Copy Ack

Recorded - Sept. 28 - 1925
Geo. C. McElwee
Register of Deeds

*The following is endorsed on original instrument:
This mortgage is hereby acknowledged by the mortgagor on the 1st day of September 1925.*