

MORTGAGE.

This indenture, Made this Seventh day of December in the year of our Lord, nineteen hundred and twenty one by and between Jane Fitzpatrick, a widow, G.K. Fitzpatrick and Margaret Fitzpatrick, his wife, of the County of Douglas and State of Kansas, 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 Eleven Hundred Ninety Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, 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 Northwest quarter of Section Twenty one (21);
the Southwest quarter of Section Twenty One (21);
the southeast quarter of section Twenty one (21);
the Southwest-quarter of Section Twenty two (22),
Township twelve (12), Range eighteen (18), East of the Sixth (6)
Principal Meridian, except One (1) Acre in the Southeast quarter of
Section Twenty One (21), used for school purposes.

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 one certain mortgage of even date herewith for \$17,000, maturing January 1, 1929.

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 6 certain promissory notes in writing to said party of the second part, for the sum of one for \$198.35 and five for \$198.33 due on or before the first days of January and July of each year for three 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 service 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 or 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 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 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 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 day and year above written.

Jane Fitzpatrick,
G.K. Fitzpatrick,
Margaret Fitzpatrick,

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 7th day of December A.D. 1921, before me, the undersigned, a Notary Public, in and for the county and State aforesaid, came Jane Fitzpatrick, a widow; G. K. Fitzpatrick and Margaret Fitzpatrick, 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 official seal, the day and year last above written.

Commission expires April 30, 1924.

(L.S.)

Margaret M. Guthrie,
Notary Public.

Recorded Dec. 10, 1921,
At 11:50 o'clock A.M.

Estelle M. Northrup,
Register of Deeds,
Shawnee County,
Deputy.

*The following is endorsed on the original instrument:-
The amount secured by this mortgage has been paid in full, and
the same is hereby cancelled, this 10 day of January, 1923.
The Central Trust Co. - Topeka, Kansas
Vice President
(Imp Seal)
By, John Bradstreet, D.P.*