

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 2nd day of January A.D. 1923, before me the undersigned a Notary Public in and for said County and State aforesaid came Felix Tuckel and Clara Tuckel 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, the day and year last above written.

D.C. Asher.
Notary Public.

L.S.
Commission expires Mar 20 1924

Recorded January 29th, 1923,
Time- 9:30 A.M.

Ed C. Wellman
Register of Deeds.

Joe Wellman
Deputy.

M O R T G A G E

This Indenture, made this 20th day of December in the year of our Lord nineteen hundred and Twenty-two, by and between Felix Tuckel and Clara Tuckel, husband and 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 ---FIVE HUNDRED SIXTY 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 Southwest Quarter of Section Thirty-six
(36), Township Thirteen (13), Range Nineteen
(19), East of the Sixth principal Meridian.

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 mortgage of even date herewith for \$8000.00, maturing January 1, 1930.

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 p certain promissory notes in writing to said party of the second part for the sum of one note for \$ 95.35 and five notes for \$93.33 each, due on or before the first days of January and July in 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 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 or 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 of 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, or are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, 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, any outstanding title, lien, or incumbrance on 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 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 first above written.

Felix Tuckel
Clara Tuckel

The following is endorsed on original instrument:
The instrument secured by this mortgage has been paid in full.
and the same is hereby acknowledged.
Recorded Jan 27 - 1923
Ed C. Wellman Jr.
Register of Deeds
By His Sec. & Deputy.