

Recorded April 2nd. 1925

At 4:30 o'clock P. M.

(Commission expires Mar. 20 1926)

Jas. E. Wellman  
Register of deedsJoe Wellman  
Deputy.

## MORTGAGE

THIS INDENTURE, Made this 1st day of March in the year of our Lord nineteen hundred and Twenty-three by and between May D. Penwell and C. S. Penwell, her husband, 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 ONE HUNDRED TWENTY FIVE 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: Lot Numbered One Hundred Eight (108) in Block Twenty-three (23), in Breezedale, an addition to the City of Lawrence.

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 \$2500.00, maturing March 1, 1928

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 4 certain promissory notes in writing to said party of the second part, for the sum of \$31.25 each, due on or before the first days of March and September in each year for two 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 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 and 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 or sums

The following is endorsed on the original instrument:

The description in this mortgage being incorrect the same is hereby cancelled this 2 day of May 1925

The Central Trust Company  
By C. B. Harrison  
Vice President

(Corp. Seal)

May 3rd 1925

Received  
Jas. E. Wellman

The following is endorsed on the original instrument:  
J. B. Smith, Register of Deeds, Douglas