

## M O R T G A G E

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, situated in County of Douglas and State of Kansas to-wit: Lot Numbered One Hundred Eight (108) 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 a certain 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 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 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 con-

*The following is endorsed on original Indenture -*  
*This mortgage secured by this mortgage has been paid in full and the same is hereby certified to on Mar 6, 1925. May 1925 - 14 -*  
*By The Central Trust Company -*  
*Vice Pres. & Secy*  
*(Corps)*  
*per sec*  
 April 4 " 1925  
 Recorded  
 J. A. Penwell  
 Register of Deeds