

## MORTGAGE.

From  
Dora Robb Wilhelmi, et. al.

To  
The Central Trst Company.

This instrument was filed for record on the  
8th day of December, A.D. 1923 at 10:25 A.M.

*John C. Wellman*  
Register of Deeds

By *John C. Wellman* Deputy.

This Indenture, Made this 30th day of November in the year of our Lord nineteen hundred and Twenty-three, by and between Dora Robb Wilhelmi and Max F. Wilhelmi, her husband; and Samuel H. Jackson and Mary C. Jackson, his wife; of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Company, a party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Four Hundred Dollars---- to them in hand paid, the receipt whereof is hereby acknowledged, do (0 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:

Beginning at a point on the East line of Ohio Street in the City of Lawrence 188 feet North of the South line of the Southwest Quarter (¼) of Section Thirty-one (31), Township Twelve (12), Range Twenty (20); thence South 75 feet; thence East 90 feet; thence North 75 feet; thence West 90 feet to point of beginning in 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 \$8000.00 maturing December 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 certain promissory notes in writing to said party of the second part, for the sum of \$ 100.00 each due on or before the first days of June and December 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 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 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 secured by this mortgage and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

In Witness Whereof, The said parties of the first part have hereunto set their hands day and year first above written.

Dora Robb Wilhelmi  
Max F. Wilhelmi  
Samuel H. Jackson  
Mary C. Jackson.

State of Kansas, Douglas County, ss.

Be It Remembered That on this 1st day of December A.D. 1923 before me, the undersigned a Notary Public, in and for the County and State aforesaid came Dora Robb Wilhelmi and Max F. Wilhelmi her husband 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.

L.S.

A. F. McManahan, Notary Public.  
Commission expires Apr. 20, 1925.

State of Florida, County of Orange, ss.

Be It Remembered, That on this 4th day of December A.D. 1923, before me, the undersigned, a Notary Public, in and for said County and State aforesaid, came Samuel H. Jackson and Mary C. Jackson 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 above written.

My Commission expires December 11, 1924.  
L.S.

J. J. Dominick, Notary Public.

*The Capital Trust Company  
By: Charles W. Woodward  
Vice President*

*John C. Wellman*  
A. D. 1925  
Register of Deeds

*Cyph*

*John C. Wellman*  
A. D. 1926  
Register of Deeds