76 The following is endowerthurstron original instrument, Book 58 Page 585. This instrument was filed for record on the 5th day of This instrument sab 11:25 P.N. December , A.D. 1923, at 1:25 P.N. Dec. 6. Mellunau . Feoples State Bank From Register of Deeds. al Wellings. Deputy. Deputy. Por Value received, The within named mortgagee hergeells, assigns and transfors to THE TRATERNAL AID UNION-heirs and assigns, the within mortgage, ell rights thereunder and the hote thesecured thereby. To Signed and Executed this day of Dec. 6, 1923 A. Di Peoples State Bank By W. Bromelsick, President. and debt secured thereby. State of Kansas, Douglas County, ss. Personally appeared before me, a Notary Public in and for the County and State aforesaid this 6th day of Dec.A.D.1923. W. Bromelsick as President of the within named corporation mortgages, per М. this 6th day of Dec.A.D.1923.1 W. Bromelsick as President of the within names corporation mortgages, per sonnally known to me to be the same person who executed the above assignment, and duly acknowledged the execution of the same to be the act of said corporation . In Witness Whereof, I have hereunto set my hand and official seal, the day and year last EN DO pa S. A. Wood, Notary Public. My Commission expires Apr, 10,1925. above written. em es an the MORTGAGE. This instrument was filed for record on the 8th day sie of December, A. D. 1923 at 2:35 P. M. Frederic H. Moore, et al. From st ure her То The Central Trust Co. Register of Deeds. ces nt By Acel Wellmans 0 Relevender 261 Fif Acz Nov .22 ere pre oy these presence, orane, pargain, beil, convey and margain and the bare puty of the quote pure, its successors and assigns, all of the following-described real estate, situated in County of Douglas, and Sta 01 by 888 The East Half of the West Ealf of the Southwest Quarter of Fractional Section Twenty-eight (28), Township Eleven (11), Range Eighteen (13), East of the Sixth Principal Meridian,less Enliroad Right -of -Way, des of Kansas to-wit; par Zast of the Sixth Frincipal Meridian, 1888 Anifold Algat -of -way, containing in all Thirty-three (33), acres, more or less. To Hate and To Hold the Same, Together with all and singular the tenements, hereditaments and appurtenance thereto belonging, or in any wise appertaining forever, free and clear of all incumbrance; except a certain mortgage of even date herewith for \$2000.00 maturing November 1,1930. Dependent Algars and these presents are upon this errores condition that thereas actin Dar Recorded the po1 sec thereto belonging, or in any wise appertaining forever, if we and then of all incurstance, except a certain nortgage of even date herewith for \$2000.00 maturing November 1,1930. Frovided, 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 writin to said party of the second part, for the sum of one note for \$23,35 and five notes for \$25,33 each due to said party of the second part, for the sum of one note for \$23,35 and five notes for \$25,33 each due on or before the first days of May and November in each year for three consecutive years. with interest of or the fore annum after maturity until payment, both principal and interest payable at the office at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL THUST CO., Topeka, Kanasa, and it is distinctly understood and agreed that the notes se-ercuring a loan for said parties of the first part, which loan is secured by the mortgage are given for and in consideration of the services of THE CENTRAL TRUST CO. in a firered to and excepted and the said notes do not represent any portion of the interest on said foan and firered to and excepted and the said notes do not represent any portion of the interest on said party of the Now. If said parties of the first part shall pay or cause to be paid to said party of the Now. If said parties of the terms and tenor of the same, then these presents shall be wholl with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholl with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholl any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, any part thereof, or any interest thereon, or interest or principal of any prior mortgage is not paid, sha tar par gag of C paya of of in y 14 5 beir Pare . pay the H Ó W discharged and void; and otherwise shall remain in full force and effect. at it sails sume 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 1 levied against said premises or any part thereof; are not paidwhen the same are by law made due and pay able, then the whole of said sum or sume, and interest thereon shall by these presents become due and pay able, the orthon of said sum or sume, and interest indexit metty of the sacond mert shall be entitled Anni .9 the to a Free pind instrument: able, then the whole of said sum or sums , and interest thereon shall by these presents become due and pay able 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 foreclosurs, saif property may be sold with or without ap-praisement, and with or without receiver, as the legal holder hereof may elect; and said folder may recove 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 parking, at its option makes any maynests meessary to remove any outstanding title lien or incumbrance on said premises other than herei stated, and sums so paid shall become a part of the principal dobt and shall become a lien upon this real estate and he secured by this mortgage, and may be recovered with interest at the rate of ten per cent part any been this Q 64 d 192 le. chia part martrace to t e.e. term (Duch part be a 5 (Pin pure per annum in any suit for foreclosure. per annum in any mult 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 successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular. such 2 noti following in end a re In Witness Whereof, The said parties of the first part have hereunto set their hands, and and aver le is Levely year first above written. Frederic H. Moore. be vo The The Lauretta Mae Moore. 2 State of Kansas, Snawnee County, ss: Be It Remembered, That on this 3rd day of December A.D.1923, before me, the undersigned, a Notary Fublic, in and for the Sounty and State aforesaid , came Frederic H. Moore and Lauretta Mae seal Moore, 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 .