

From: R.B. Pardee.
To: The Central Trust Co.

MORTGAGE

State of Kansas, Douglas County, ss
This Instrument was filed for record on the 18th day of Jan 1924 at 9:25 O'clock A.M.

Israel E. Wellman
Register of Deeds.

Israel E. Wellman Deputy

This Indenture, Made this 1st day of December in the year of our Lord nineteen hundred and twenty-three, by and between R.B. Pardee and Etta Pardee 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 Six Hundred Fifty-- 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:

A Tract of land described as follows: Beginning at the Southeast corner of the Northwest Quarter of Section Eight (8); Thence North with East line of said quarter Section to the center of Public road, about Twenty-six (26) rods, thence west with said road Thirty-six (36) rods; thence South about Twenty-six (26) rods to the South line of Quarter Section Number Eight (8); thence East with said line Thirty-six (36) rods to beginning. Also the south Twenty eight (28) rods of the following described Township Fourteen (14) South of Range Eighteen (18) East of the sixth Principal Meridian; commencing at Sixty (60) rods West of the Northeast corner of said Southwest fractional quarter of Northwest Quarter of Section eight (8) thence running west twenty (20) rods; thence South Twenty Eight (28) rods to place of beginning and also an additional abstract of title to the Northwest quarter of Section Seventeen (17) Township Fourteen (14) Range Eighteen (18) the southwest quarter of section Eight (8) Township fourteen (14) Range Eighteen (18) less the following described tract of land: Beginning Five and Fifty six Hundredths (5.56) chains South of the northwest corner of said Quarter section; thence south Two and Thirty six Hundredths (2.36) chains; thence North sixty six (66) degrees Twelve (12) minutes East one and seventy eight hundredths (1.78) chains; thence West Seventy three (73) degrees East Three and Thirty Hundredths (3.33) chains; thence West four and seventy nine Hundredths (4.79) chains to beginning, One (1) acre more or less (school lot) and the east Twenty (20) acres of the northeast quarter of the southeast quarter of section Seven (7) Township Fourteen (14), Range Eighteen (18) 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 a certain mortgage of even date herewith for \$6500.00, maturing December 1, 1933.

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 10 certain promissory notes in writing to said party of the second part, for the sum of \$ 65.00, due on or before the first days of June and December in each year for five 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 appraisal and with or without receiver, as the legal holder hereof may elect; and said 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 be 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, successors 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.

R.B. Pardee.
Etta Pardee.

State of Kansas, ss
Douglas County.

Be It Remembered, That on this 8th day of Dec. A.D. 1923 before me the undersigned a Notary Public in and for said county and State, came R.B. Pardee & Etta Pardee his wife who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and hear last above written.

A.F. McClannahan.
Notary Public.

L.S.
Commission expires Apr. 20 1925.

The following is endorsed on the original instrument:

This instrument was filed for record on the 18th day of Jan 1924 at 9:25 O'clock A.M.

Recorded Dec 17 - 1923

Israel E. Wellman
Register of Deeds

Copy filed