

than, 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 percent per annum in any suit for foreclosure.

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

Carl H. F. Wacker
Louisa W. Wacker

State of Kansas,
County of Douglas ss;

Be It Remembered That on this 27th day of February, A.D. 1924, before me the undersigned, a Notary Public, within and for the County and State aforesaid, came Carl H. F. Wacker and Louisa W. Wacker, 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 notarial seal, the day and year last above written.

J. E. Brasfield,
Notary Public.

L.S.
My Commission expires;
Nov-13th-1927.

MORTGAGE.

From
To
W. R. Green, et. al
The Central Trust Co-

State of Kansas, Douglas County, ss;
This instrument was filed for record on the
27th day of February, A.D. 1924, at 2:20 P.M.

By J. E. Williams Deputy.
Register of Deeds.

This indenture Made this 1st day of February, in the year of our Lord, nineteen hundred and twenty-four, by and between --- W. R. Green and Sadie Green, his wife; and A. A. Green and Kathryn Green, his 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 Eight Hundred 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 the County of Douglas and State of Kansas to-wit;

Lot Numbered Thirteen (13), on
Massachusetts Street 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 \$16,000 maturing February 1, 1929.

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 note in writing to said party of the second part for the sum of \$300.00, payable in four equal installments of \$200.00 each on the first days of February and August of each year after the date thereof until fully paid, 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 note secured by this mortgage is 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 note does not represent any portion of the interest on said loan and is 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 note 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 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 or any unpaid taxes or any insurance premiums, 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 shall include the singular.

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

W.R. Green
Sadie Green
A.A. Green
Kathryn Green.

State of Kansas, ss.
Douglas County.

Be It Remembered, That on this 21st day of February A.D. 1924 before me the undersigned a Notary Public in and for the County and State of Kansas, W.R. Green, and Sadie Green, his wife, and A.A. Green and Kathryn Green, his wife, --- 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 last above written.

L.S.
Commission expires June 24, 1926.

C.B. Hosford,
Notary, Public.

Recorded - March 20, 1926
J. E. Williams
Register of Deeds
The Central Trust Company
By Chester Woodward, Vice-President
February 1, 1926
The following is endorsed on the original instrument:
This mortgage has been paid in full, and this copy is hereby cancelled this 1st day of February, 1926.