

MORTGAGE.

From
Albert T. Hatfield, et al
To
The Central Trust Company.

State of Kansas, Douglas County, ss;
This instrument was filed for record on
the 29th day of February, A.D. 1924, at 2:30 P.M.

Isaac C. Wellman
By *Isaac C. Wellman* Register of Deeds.
Deputy.

This Indenture, Made this 1st day of February in the year of our Lord, nineteen hundred and twenty-four, by and between Albert T. Hatfield and Rose L. Hatfield, 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— One Hundred Fifty Dollars, to them in hand paid, the receipt whereof is 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;

The West Half of the Northwest
Quarter of Section Twenty-eight
(28) Township Fourteen (14),
Range Nineteen (19) 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 any wise appertaining, forever, free, and clear of all incumbrance except a certain mortgage of even date herewith for \$3000.00 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 \$150.00 payable in four equal installments of \$37.50 each on the first days of February and August of each year after the date thereof until full paid, with interest at ten per 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 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, 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 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.

Albert T. Hatfield.
Rose L. Hatfield.

State of Kansas
Douglas County ss;

Be It Remembered That on this 9th day of Febr. A.D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Albert T. Hatfield and Rose L. Hatfield, 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.
My Commission expires:
Oct. 18, 1924.

I. C. Stevenson, Notary Public.

(The Following is endorsed on original instrument recorded in Book 62, Page 350.)

ASSIGNMENT.

From
Delia L. Henry
To Oakland State Bank.

State of Kansas Douglas County ss;
This instrument was filed for record
29th day of February, 1924, at 4:35 P.M.

Isaac C. Wellman
By *Isaac C. Wellman* Register of Deeds
deputy.

For and in consideration of Fifteen Hundred (\$1500.00) Dollars, and other valuable considerations, to me in hand paid, the receipt whereof is hereby acknowledged, I Delia L. Henry, the mortgage within named, do hereby assign and transfer to Oakland State Bank or its assigns the note by the foregoing mortgage secured and do here assign transfer and set over unto the said The Oakland State Bank or its assigns, all right, title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Lawrence, Kansas on this 29th day of February, A.D. 1924.
In Presence of --

Delia L. Henry. (L.S.)

Recorded Feb. 6 " 1924
 By Isaac C. Wellman
 Register of Deeds
 Deputy
 The following is endorsed on original instrument recorded in Book 62, Page 350.
 The amount paid by this mortgage of \$1500.00 has been paid in full and the same is hereby cancelled this 1st day of February, 1924. By Isaac C. Wellman, Register of Deeds, Deputy.