

## MORTGAGE.

From  
Clarence M. Morris and Wife,  
To  
Central Trust Co.,

State of Kansas, Douglas County, ss;  
This instrument was filed for record on the  
22 nd day of March, A.D. 1924, at 10:25 A.M.

*Joe Wellman*  
Register of Deeds.

*Joe Wellman* Deputy

This Indenture, Made this 1st day of March in the year of our Lord nineteen hundred and twenty-four, by and between Clarence M. Morris and Norah Geelan Morris, his wife, Amos G. Geelan a single man, of the County of Shawnee and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part;

Witnesseth, That the said parties of the first part, in consideration of the sum of Three 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 Shawnee & Douglas and State of Kansas, to-wit:

A Tract of land described as beginning at the intersection of the North line of the A. T. S. F. Railway Company with the West line of Section Thirty-five (35), said point being Seventy-five Hundred Eighty-five (7585) feet North of the Southwest corner of the Northwest Quarter of said Section Thirty-five (35); thence Easterly along the North line of said Right-of-way Five Hundred Thirty (530) feet; thence Northerly and at right angles with said North line of said right-of-way Two Hundred Seven and Five-tenths (207.5) feet to the right-bank of the Kansas River; thence Northwesterly along the right-bank of the Kansas River Eight Hundred (800) feet, more or less to the point where the right bank of said Kansas River intersects with the West line of said Section Thirty-five (35); thence South along said Section Six Hundred Seventy-eight and Five-tenths (678.5) feet to the place of beginning, being a part of the Northwest Quarter of Section Thirty-five (35), Township Eleven (11), Range Seventeen (17), East of the Sixth Principal Meridian, the same being a part of Lot Two (2) of said Section Thirty-five (35) in Douglas County.

Also., all that part of the Northeast Quarter of Section Thirty-four (34) South of the Kansas River and North of the A. T. & S. F. Railway, in Township Eleven (11), Range Seventeen (17) East of the Sixth Principal Meridian, in Shawnee County.

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 \$5000, maturing March 1, 1931.

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 \$350.00 payable in five equal installments of \$58.33 each on the first days of March and September and one installment of \$58.35, due September 1, 1924, 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 of 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 the 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 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, 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.

Clarence M. Morris

Norah Geelan Morris

Amos G. Geelan

State of Kansas, Shawnee County, ss;

Be It Remembered That on this 12th day of March, A.D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Clarence M. Morris, Norah Geelan Morris (his wife), and Amos G. Geelan, single, 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.

W. T. Dawson, Notary Public.

L.S.  
My Commission expires;  
Nov. 7th, 1926.

The following is confirmed on the original instrument:

The instrument of the mortgage has been paid in full and this same is hereby cancelled, at 10:25 A.M.

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