248 MORTGAGE . State of Kansas Douglas County , ss; This instrument was filed for record 4 This instrument was filed for record on the 7th day of October A.D. 1924 at 10;45 From John Selzer et al A.M. E. Wellman To The Central Trust Company . 0-1-7 Register of Deeds. This Indenture Made this 19th day of September in the year of our Lord nineteen hundre and twenty-four by and between John Selzer and Carrie Selzer, husband and wife of the County of During the sector of the first part, and The Central Trute County of and twenty-four by and between John Seizer and Jaile Solard, masters on and the Control Trust Company, party of Douglas Soundy 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 Two Hundred Ten Dollars, to them in hand paid the receipt whereof, is hereby acknowledged do by these presents grant bargain sell coavey and warrant unto the the said party of the second part, it s success essents and assigns all of the following described real estate situated in County of Douglas and State G Recorded of Kansas to-wit: The South west Quarter of Section Twenty-(20) Township Fourteen (14) Range Twenty-one (21) East of the Sixth Principal Meridian. the same, TO HAVE AND TO BOLD/Together, with all and singular the tenaments hereditaments and appurtenances therety beldnging or in anywise appertaining forever free and clear of all incumbrance except a certain mortga of even date herewith for \$3000,maturing Octaber 1,1931. Abein 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 certain promissory note in writing to said party of the second part, for the sun of \$210.00, payable in six equal installents of \$35, each on the first days of April and October of each year after date until fully paid with interest at ten per on the first days of April and October of each year after date until fully paid with interest at ten per or ther annum after raturity until payment, both principal and interest payable at the office of The Central Truet Co., Topeka Kaneas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the secured by the Kortgage hereinbefore referred a lean for said parties of the first part, which lean is secured by the Kortgage hereinbefore referred to and excepted , and the said note does not represent any portion of the interest on said lean and is to be paid in full regardless of whether said lean 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 De 붪 ş and full. Vito be paid in full regardless of whether sold loan is paid wholly or partly before its maturity, Now, If sold parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, sold sur of money in the above described note mentioned togather with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise /<sup>81</sup>Thain in full force and effect. But if sold sum or sur for mney 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 a because seed and levied against sold premises or any part thereof, are not paid when the same are by law made due and payable at the option of sold party of the second part. 5 pied endorred on the original instrument Est • has curcelea this rane HOR. due and payable at the option of sala party of the second part, and sala 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 are at the orbits make any second party to receive any second party and the second party of t £ 2 following is end may at its option Wake any payments necessary to remove any outstanding title lien or incumbrance on detter is hereby 1said premises other than hereinstated, or any unpaid taxes or any insurance premiums, and sums so baid shall become a part of the princifypal 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 by the moteppe, the maximum conditions and provisions hereof, whethor so expressed or not, shall apply t The Terms conditions and provisions hereof, whethor so expressed or not, shall apply t 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 th day and year first above written. John Selzer. Carrie Selzer. State of Kansas , , Douglas County dersigned, a Notary Fulic, in and for the County and State afforcerid, came John Selzer and Carrie Selzer, And dreepersonally 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 witten. Adolph Lotz Jr. Notary Public. Commission expires; Jamuary 29th 1927 ,19 \*\*\*\*\*\*\*\*\*\*

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