

Now if said parties, of the first part shall pay or cause to be paid to said party of the second part his heirs 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, is not paid when the same is due; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part for them and their heirs do hereby covenant fully seized in fee of said premises and have good right to sell and convey the same, that they are law-  
fully free and clear of all incumbrances, except above mentioned mortgage, and that they will and  
shall defend the lawful claims and demands of all persons whomsoever.

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

Attest:

A.W. Williams,  
Belle Willie

State of Oklahoma. )  
Nowata County. ) SS.

Be it Remembered, That on this 31 day of October A.D. 1924 before me J.D. Hall a Notary Public in and for said County and State came A.W. Willis, and Belle Willis his wife to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

L.S.  
My Commission expires Oct. 26th 1927

J.D. Hall  
Notary Public

**MORTGAGE.**

From  
Sadie L. Cree et al

State of Kansas, Douglas County, ss.  
This instrument was filed for record on the  
4<sup>th</sup> of Nov. A.D. 1924 At 2135 P.M.

To, Central Trust Co.

Isa. E. Wellman  
Register of Deeds

BY Joe Wellman Deputy

This Indenture, Made this 23rd day of October in the year of our Lord, nineteen hundred and twenty four by and between Sadie L. Cree a widow, R.T. Cree and Carrie Cree, his wife; L.R. Cree and Marie Cree his wife, Ethol Bahmffier and Cyril Bahmffier, her husband and Lola McGinnis and Joseph McGinnis, her husband, of the county of Shawnee 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 Ninety One 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 party, 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 southwest quarter of section eleven (11) Township twelve (12) Range seventeen (17) East of the sixth Principal Meridian, except a tract in the southwest corner of said land, described as follows: Beginning forty two (42) rods East of the southwest corner of the southwest quarter of said section eleven (11) thence west forty two (42) rods, thence north sixty six (66) rods, thence southeasterly seventy eight (78) rods to the place of beginning the tract excepted containing eight and one half (8 1/2) acres more or less.

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 \$1200 00 maturing November 1 1933

Provided Always, And these presents are upon this express condition that whereas said parties 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 \$91.00 payable in five equal installments of \$15.16 each on the first days of May and November and one installment for \$151.20 due May 1, 1925 of each year after the date thereof until fully paid with interest at ten per cent per annum after maturing 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 heretofore 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 ~~8000~~ <sup>8000.00</sup> ~~and~~ <sup>and</sup> 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 the 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 or 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