

MORTGAGE

From George W. Hunsinger et ux
To Central Trust Co.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the
7th day of November, 1924 at 10:20 AM.

Geo. E. Wellman
Register of Deeds.
By *Geo. E. Wellman* Deputy.

This Indenture Made this 15th day of September in the year of our Lord nineteen hundred and twenty-four by and between --George W. Hunsinger and Marie J. Hunsinger, husband and wife, of the County 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 -----
Two Hundred Seventy Five Dollars---- to them in hand paid, the receipt whereof is hereby acknowledged, do 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 South west Fractional Quarter of Section Thirty-one (31) Township Thirteen (13) Range Twenty (20) 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 to in anywise appertaining, forever free and clear of all incumbrance except a certain mortgage of even date herewith for \$5500, maturing November 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 \$275.00 payable in ten equal installments of \$27.50 each on the first days of May and November 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 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 ~~may~~ ^{may} 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.

Geo. W. Hunsinger
Marie J. Hunsinger.

State of Kansas)
Douglas County.) ss.

Be It Remembered, That on this 25 day of October A.D. 1924 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Geo W. Hunsinger and Marie J. Hunsinger 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.

Dick Williams
Notary Public

L.S.
Commission expires April 15, 1925

The following is a record on a public instrument.
The Amount Shown in this property is the same as in the original and
No name is being changed. The 1st of November, 1924
The Central Trust Co.
By J. E. Hunsinger
op-5-2

Recorded - Nov. 10 - 1924
Geo. E. Hunsinger
Marie J. Hunsinger