292A.

FRONT

Witnesseth That the said parties of the first part in consideration of the sum of Three Hundred Twenty five Dollars to them in hand paid, the receipt of which is hereby acknowledged do by th-ese presents Grant Bargain sell convey and warrant unto the said party of the second part its successor and assigns all the following described real estate situated in the County of Douglas and State of Kansa to att 1527 Full Lots numbered Four (4), Five (5) and Six (6) in Block Numbered One (1) in University to-wit: Place, an addition to the City of Lawrence Kansas. TO HAVE AND TO HOLD THE SAVE together with all and singular the tenements hereditaments TO HAVE AND TO HOLD THE SAME together with all and singular the tenements hereditarents and appurtenances thereto belonging or in anywise appertaining, forever free and clear of all incumbrance except a certain mortgage of even date herewith for \$6500, maturing January 1 1930. Provided Always and these presents are upon this express condition that whereas said par provided Always and these presents are upon this express condition that whereas said par Provided Always and these presents are upon this express condition that whereas said par ies of the first part have this day executed and delivered their certain premissory note in writing to the said party of the second part, for the sum of \$325.00 'payable in four equal installments of \$81.25 each on the first days of January and July of each year after the date 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. Topka Kanass and it is distinctly understood and agreed that the note secured by this excitance is a function of the services of The Central Trust Co. to execute 201 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 autral Chester a loan for said parties of the first part, which loss is secure of the interest on said loan and is to to and excepted, and the said note: does not represent any portion of the interest on said loan and is to 12.21 be paid in full regardless of whether said loan is paid wholly or partly before its maturity. be paid in full regardless of whether said four is paid whethy or party of solar its maturity. Now if said parties of the first part shall pay or cause to be paid to said party of th second part its successors or acigns, said sum of money in the above described note mentioned, together second part its successors or addigns, said sum of money in the doors donated not mentioned, together a with the interest thereon according to the terms and tenor of the same, then these presents shall be whole 300 2 with the interest thereon according to the terms and tenor of the same, then these presents shall be whole ly discharged and void; and otherwise to remain in full force and effect. But if said sums or sums of mouse or any part thereof or any interest?50²¹ interest or principal of any prior montgage is not paid when the same is due or if the taxes and assessments of every nature which are or may be assessed and levicd again not said premises or any part thereof are not paid when the same are by law made due and payable, then the taxes and the taxes and the taxes are not paid when the same are by law made due and payable, then the taxes are the taxes and the taxes are been and the same are by law made for any part thereof are not paid when the same are by law made for any payable, then the taxes are been any part thereof are not paid when the same are by law made for any payable, then the taxes are been any part thereof are not paid when the same are by law made for any payable. 23 not 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 poss-ession 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 may elect, and said folder may recover interest at the 7 rate of ten per cent per annum from the time of such dofault 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 recover to the second Carre secured the rate of ten per cent per annum from the time of such actault in the payment of interest of in any of the conditions of this contract. Said party of the second part may at its option, make any payments meessar to renove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any un-paid 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 y Lane w Carp 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 heire, executors, administrators, successors and assigns , and words used in the singular number shall include the plural and words in the plural include the singular. der In Witness Whereof, The said parties of the first part have hereunto set their hands the The day and year first above written. J. W. Smith Miranda Smith. State of Kansas, Douglas County , ss; Be It Remembered Trat on this 27 day of Dec.A.D. 1924, before me, the undersigned, a Notar Public in and for the County and State aforessid, same J.W.Smith and Miranda Smith his wife, who are perso ally known to me to be same person who executed the within instrument of writing and such persons duly a cknowledged the execution of the sense. Weller of Deeds 192 In Testimony Whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written. 1-8. C.E. Hosford, Notary Public, Qan. L. S. Commission expires June 24, 1926. ab State of Kansas Douglas County, ss; ASSIGNMENT. This instrument was filed for record on the 27th day of Doc. 1924 at 4:10PM. <u>900 6: Millower</u>-Register of Dees From G.A.Woodard Recorded To Ethel M. Edie. By Joel 1 Dellunes ___ Deputy, Known all Mon by these presents, That G.A.Woodard of Muskogee, Oklahoma, to when was assigned on January 30th 1924, one morigage for One Thousand six hundred dollars, dated September 4th, 1923, executed by A.C.Winsor and Myrtle E.Winsor to said Ethel M.Edie, covering Lot No.6 in Block 16 in Lane Place Addition by A.C.SINSOF and EXTLE L.WINSOF to SHILLTEF H.ADIE, COVERING LOT NO.O IN DIOR 10, IL LARE FLACE MAIL to the City of Lawrence, Douglas County ,Konsas, said mortgage securing note for \$1600,00, for and in con-sideration of the sum of One Dollar to him paid this day, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer set over and convey unto Ethel M.Edie, her heirs and assigns, the said mortga above described, and which is hereto attached, the real estate conveyed and the promissory note debts and claims thereby secured, and the covenants therein contained. The consideration in add assignmentimade on January 30th 1924, being One Dollar. To Have and To Hold the sume forever, subject, nevertheless, to the conditions therein m named. In Witness Whereof, the said mortgage has hereunto set their hands on this the 23rd day of December 1924. G.A. Woodard State of Kansas Douglas County.ss; Be It Remembered That on this 23 day of December 1924before me a Notary Public in and for said County ar Gtate came G.A. Woodard, to me personally known to be the same person who executed the above and foregoing assignment and duly acknowledged the execution of the same. In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last ab Myrtle MCConnell. written. Notary Public. L.S. Commission expires Jan. 23, 1927.