

MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of August A. D. 19 24

From Terressa J. McNeill.

at 11:40 A. M.

To Central Trust Co.

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

This Indenture,

Made this 26th day of June

in the year of our Lord nineteen hundred and Twenty four

by and between Terressa J. McNeill, a widow

of the county of Douglas

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 Thousand

DOLLARS,

to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate situated in the County of Douglas and State of Kansas, to wit:

Beginning at a point eighty (80) feet south of the northwest corner of park lot numbered Twenty nine (29); thence east one hundred (100) feet to the east line of Park lot numbered seven (27); thence south forty (40) feet, thence west one hundred (100) feet; thence north forty (40) feet to the point of beginning, in the City of Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Three Thousand DOLLARS,

according to the terms of five certain mortgage note s of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows

\$150 due July 1, 1925: \$150 due July 1, 1926:

\$150 due July 1, 1927: \$150 due July 1, 1928: \$1400 due July 1, 1929.

to the order of the said party of the second part with interest thereon at the rate of six per cent per annum,

payable semi-annually, on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE,

New York, N. Y., or at such other place as the legal holder of the principal note s may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may

ATTEST:

Harold A. Beck Register of Deeds

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a full and correct copy of this mortgage herein recorded was made by said District Court, on the day of June 1924, and that the same is duly recorded in Journal 539 at page 614. Witness my hand this 8 day of June 1924.

In Assignment See Book 65 Page 223