

MORTGAGE

Reg. No. 598
Fee Paid 93

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 4th
day of Nov. A. D. 1924
at 2:30 P. M.
Isaac E. Wellman
By Isaac E. Wellman Register of Deeds.
Joe Wellman Deputy.

From Sadie L. Cree et al.

To The Central Trust Co.

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; H. T. Cree and Carrie Cree, his wife; L. B. Cree and Marie Cree, his wife; Ethel Bahrmaler and Cyril Bahrmaler, 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 COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirteen Hundred 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:

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, 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 indefensible 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 Thirteen Hundred DOLLARS,
according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of November, 1931.

to the order of the said party of the second part with interest thereon at the rate of 6 per cent per annum,
payable semi-annually, on the first days of May and November
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 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