

MORTGAGE

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the _____

From Charles F. Kurtz et al._____ day of Aug. A. D. 19-25at 4:15 P. M.To The Central Trust Co.

By _____

Deputy.

No. 963
Fee Paid 11.25John E. McElman
Register of Deeds.

This Indenture,

Made this 11th day of Junein the year of our Lord nineteen hundred and twenty fiveby and between Charles F. Kurtz and Sophie Kurtz husband and wife,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 _____

Forty Five 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 south half of the northwest quarter of sectionnineteen (19) and the southwest quarter of thenortheast quarter of section nineteen (19): All inTownship thirteen (13), Range twenty one (21), Eastof the sixth Principal Meridian and containing onehundred eighteen and forty four hundredths (118.44)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 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 _____

Forty Five 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 August, 19-30

to the order of the said party of the second part with interest thereon at the rate of 5 1/2 per cent per annum, payable semi-annually, on the first days of February and August

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

ATTEST:

John E. McElman
Register of Deeds

I, John E. McElman, Register of Deeds for Douglas County, Kansas, do hereby certify that a duplicate of the foregoing instrument of mortgage has been recorded.

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