

# MORTGAGE RECORD 67

31

SAUL GOODMAN IN STATIONERY CO KANSAS CITY MO 64114

## MORTGAGE

From  
W. L. Eckelberry et ux  
To  
Central Trust Co.

State of Kansas Douglas County, ss;  
This instrument as filed for record on the  
6th day of Feb. 1925 at 9:25 AM.  
*Joe E. Williams*  
Register of Deeds.

By-----Deputy.

This Indenture Made this 28th day of January in the year of our Lord, nineteen hundred and twenty five, by and between W. L. Eckelberry and Charlotte Eckelberry, husband and wife, of the County of Douglas 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 Fifty No/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by 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 One-fourth of Lot Numbered One Hundred Fifty-six (156) and all of Lot Numbered One Hundred Fifty-eight (158) on Ohio Street in the City of Lawrence, Kansas-----

To Have and To Hold the Same, Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining forever, free and clear of all incumbrance except a certain mortgage of even date herewith for \$1000, maturing February 1, 1930.

Provided Always And these presents are upon this express condition, that 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 \$50, payable in ten equal installments of \$5.00 each on the first day of February and August of each year after the date thereof until full 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 appraisalment, 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 make any payments necessary to 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, 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.

W. L. Eckelberry.  
Charlotte Eckelberry.

State of Kansas, Douglas County, ss;  
Be It Remembered That on this 5th day of Feb'y A.D 1925 before me, the undersigned a Notary Public, in and for the County and State aforesaid, came W.L. Eckelberry and Charlotte Eckelberry, 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 18, 1925.

## MORTGAGE

From  
J. W. Gorbatt et al  
To  
John C. Evans, Jr.

State of Kansas, Douglas County, ss;  
This instrument was filed for record on the  
7th day of Feb. 1925 at 11:35 AM.  
*Joe E. Williams*  
Register of Deeds.

By-----Deputy.

This Indenture Made this 24th day of January 1925 between J. W. Gorbatt and Alice Gorbatt, his wife, of Douglas County, in the State of Kansas of the first part, and John C. Evans, Jr. of Madison County, in the State of Illinois, of the second part:

Witnesseth That the said parties of the first part, in consideration of the sum of Four thousand & No/100 (\$4000.00) Dollars----- the receipt of which is hereby acknowledged do, by these

The following amounts on the 6th of Feb. instrument:  
The amount of \$50.00 has been paid in full and the instrument is hereby cancelled this 31st day of Aug. 1925.  
A.D. 1925  
By Chester Woodward Vice Reg.

Corp. Seal.

Recorded Sept. 4, 1925  
Joe E. Williams  
Register of Deeds

For Release see Mortgage