

been administered and she was on the 18th day of September, 1925, finally discharged as such Executrix; and Whereas, Under and by virtue of the terms of said will, the said Lucy B. Rubank became and is now the owner of the note and mortgage above described; and

Whereas, The same has been fully paid.
Now Therefore, In consideration of the payment of said note aforesaid, the undersigned does hereby release said mortgage and the lien thereby created is hereby discharged.
In Witness Whereof, the said Lucy B. Rubank has hereunto set her hand this 13th day of July, 1925/
Lucy B. Rubank.

State of Missouri ss;
County of Jackson

BE IT REMEMBERED that on this 13th day of July, 1925 before me, Samuel R. Freet a Notary Public in and for said County and State, came Lucy B. Rubank to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.
In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires May 13, 1928.

Samuel R. Freet
Notary Public.

L.S.

From Lora M. Budaly,
To Central Trust Co.

MORTGAGE.

State of Kansas Douglas Co. ss;
this instrument filed July 17th, 1925
at 2:25 PM.

J. E. Braasfield,
Register of Deeds

This Indenture Made this 15th day of July in the year of our Lord nineteen hundred and twenty-five by and between Lora M. Budaly, a widow, also known as Lora M. Budaley 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 ----- One Hundred 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:

Lot Numbered Sixteen (16) in Lindley Addition, an addition to 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 incumbrances except a certain mortgage of even date herewith for \$2000, maturing August 1, 1930.

Provided Always, And these presents are upon this express condition, that whereas 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 \$100.00 payable in four equal installments of \$25.00 each on the first days of February and August of each year after the date thereof 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., 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 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, administrators, successors 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 written above.

Lora M. Budaly.

State of Kansas ss;
Douglas County

BE IT REMEMBERED, That on this 17th day of July, A.D. 1925, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Lora M. Budaly, sometimes known as Lora M. Budaley, a widow, who is personally known to me to be the same person who executed the within instrument of writing, and such person 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.

J. E. Braasfield, Notary Public.

Commission expires Nov. 13th, 1927.
L.S.

The following is endorsed on the original instrument:
The mortgage herein has been paid in full, and this day 27th of October, A.D. 1925, by Central Trust Company, Topeka, Kansas, and Lora M. Budaly, the mortgagor.
J. E. Braasfield,
Register of Deeds

Recorded Nov. 3, 1925
J. E. Braasfield,
Register of Deeds