

glas County, ss.
filed for record on
P.M.
S. Wellman
er of Deeds.

Johnson a widow, of
of Douglas County
on of the sum of
presents grant, barg
as, all the follow-
to-wit:
seven (47) on High
tenements heredit

tion, that whereas
to said party
herewith at Baldwin
each the first in-
day of Oct. 1925 and
until the entire
amount when due, or
payable, at the
assessments waived at the
majority of the second
mentioned together
she presents shall
But if said sum
same is due) and if
against said pre-
e, or if the insur-
and by these pre-
to the possession of
a hereby covenant
lawfully seized in fee
are free and
ators shall forever
demands, whomsoever
to set her hand the

h.

me W.M. Clark a
me personally
duly acknowledged

ed my official seal

glas co. ,ss
Filed for record on
D P.M.

ord nineteen
d wife, of the
st Co., party of the

ation of the sum of
acknowledged do by
rt, its successors
and State of

the southwest
ship thir-
and contain-
e or less.

ments, hereditament
ear of all incumb-
1930.

that whereas said
tory note in writ-
tallments of
reof until fully
ncipal and interest
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 on 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 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 appraisement 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. It 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 and
the day and year first above written.

Charles F. Kurtz
Sophie Kurtz

State of Kansas, Douglas County, ss:

Be It Remembered That on this 18th day of July A.D.1925 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Charles F. Kurtz and Sophie Kurtz, his wife, whose 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.

Adolph Lotz Jr.
Notary Public

L.S.

Commission expires January 29th 1927.

From Frank E. Jones et ux-----
To Bankers Mortgage Company-----

State of Kansas Douglas County, ss:
This instrument filed Aug 6th 1925
at 10:30 A.M.

Isa E. Wellman

Register of Deeds

KANSAS REAL ESTATE FIRST MORTGAGE -----
THIS INDENTURE MADE---August 10, 1925---by and between ----Frank E. Jones and Lura E. Jones his wife--
of the County of Douglas, State of Kansas, parties of the first part, and ---THE BANKERS MORTGAGE COMPANY
OF TOPEKA, KANSAS, party of the second part;-----

Witnesseth, That said parties of the first part, in consideration of the sum of -----
 -----TWENTY FIVE HUNDRED-----Dollars paid by the said party of the second part, the receipt whereof is
 hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns the
 following described real estate situated in the county of Douglas and State of Kansas, to-wit:

Lots on hundred seventy seven (177) and one hundred seventy eight (178) in Fairfax Addition adjacent to Lawrence, Douglas County, Kansas. The debt secured by this mortgage is further secured by a Five Thousand (\$5000.00) Savings Bond in the Bankers' Mortgage Co. of Topeka, Kansas. No-----payments on the bond are \$30.76 per month and are to be credited in Pass Book issued by the Company and is agreed that in any default of the monthly payments due on said bond or the interest due on coupon notes, it shall be a breach of the conditions of the mortgage and shall be entitle the holder thereof to foreclose the same.

of section ----- in Township----- Range----- of the sixth principal Meridian containing in all-----
acres according to Government Survey.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever. The said party of the first part covenant with the party of the second part that said parties of the first part lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions to-wit:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Twenty five Hundred (\$2500.00) Dollars on the first day of July 1935 with interest thereon payable monthly annually, from August 10, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said part of the first part, payable to the order of The Bankers Mortgage Company of Topeka Kansas, and bearing even date herewith/