

From John Ise et al.
To Central Trust Co.

MORTGAGE.

State of Kansas, Douglas co. ss.
This instrument was filed for record Aug. 21, 1925, at 3:25 P.M.

D. E. McElman
Register of Deeds.

This Indenture, Made this 3rd day of July in the year of our Lord nineteen Hundred and twenty five by and between John Ise and Lillie B. Ise 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 Four hundred Ninety Dollars to them in hand paid, the receipt whereof is hereby acknowledged do by the 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 the County of Douglas and State of Kansas, to-wit:

Reg. No. 1024
Fee Paid \$1.25

The west half of the southeast quarter of section thirty (30) and the east twenty (20) acres of the west fifty (50) acres of the north half of the northeast quarter of section thirty one (31) all in township twelve (12) Range nineteen (19) east of the sixth principal Meridian.

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 \$7000, maturing September 1, 1932.

Provided Always, And these presents are upon this express condition that whereas said parties of the first part has this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$490 payable in five equal installments of \$98.00 each on the first days of March and September and one installment for \$81.70 due March 1, 1926 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 herein before 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 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 appraisal 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 above written.

John Ise
Lillie B. Ise.

State of Kansas }
Douglas County } SS,

Be It Remembered, That on this 21st day of August A.D. 1925 before me the undersigned a Notary Public in and for the county and state aforesaid came John Ise & Lillie B. Ise his wife, who are 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.

Bernice E. Jones
Notary Public

L.S.
Commission expires Dec. 29, 1928.

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full, and this mortgage is hereby released and cancelled this 11th day

of September A. D. 1928.

The Central Trust Company Corp. Seal
By Chester Woodward
Office Pres. & Secy.

Recorded Sept. 19 " 1928
D. E. McElman
Register of Deeds

FRONT