

# MORTGAGE RECORD 57

427

SMALL DOORS WORTH STATIONERY CO KANSAS CITY MO 64114

State of Kansas  
Shawnee County 1938

Be it remembered, That on this 14th day of September, 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Chester Woodward Vice president of the Central Trust Co., a corporation to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

LS  
My commission expires Aug. 6, 1930/

Paul Gannon.  
Notary Public

From  
M.E. Zinn

MORTGAGE.

To  
Walker O. Lewis

State of Kansas, Douglas Co. ss  
This instrument was filed for record  
Sep. 17, 1926 At 4:30 P.M.

Reg. No. 2043

Fee Paid 5.75

*Lea E. Wellman*  
Register of Deeds.

This Indenture, Made this first day of September, A.D. nineteen Hundred and Douglas State of Kansas, parties of the first part and Walker O. Lewis 925 South Roman Avenue of the City of Chicago County of Cook and state of Illinois, party of the second part, as Trustees as herein after specified.

Witnesseth, That whereas, the said parties of the first part are justly indebted to the legal holder or holders of the one principal promissory note hereinafter described in principal sum of Twenty three Hundred and 00/100 (\$2300.00) Dollars secured to be paid by the one principal promissory note of the said parties of the first part bearing even date herewith, made payable to the order of themselves and by them duly endorsed and delivered in and by which said principal note the said parties of the first part promise to pay the sum of Twenty three hundred and 00/100 (\$2300.00) Dollars in installments as follows, to-wit: The sum of fifteen and 00/100 Dollars on the 1st day of each and every month in each year after the date hereof beginning with January 1, 1927 until the sum of Eight and 00/100 (\$840.00) Dollars in five years after the date thereof, and the sum of fourteen Hundred sixty and 00/100 (\$1460.00) Dollars in five years after the date thereof, with interest thereon until maturity at the rate of six per centum per annum payable monthly from October 1, 1926 computed on the balance of said principal sum remaining unpaid on the 1st day of each and every month in each year beginning with November 1, 1926, all of said principal and interest bearing interest after maturity at the highest rate of interest permitted to contract under the laws of the state of Kansas and all of said principal and interest payments are to be made at The First National Bank of Chicago in the state of Illinois or at such other place as may be directed by Trustees herein.

The identity of the said principal note is evidenced by the certificate thereon of said Trustees.

Now Therefore, the said parties of the first part for the securing of the payment of said principal sum of money and said interest and the performance of the covenants and agreements herein contained by the said parties of the first part to be performed and also in consideration of the sum of One (\$1.00) Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain convey and warrant, in fee simple, unto the said party of the second part, his successors and assigns forever, the following described real estate free and clear from any and all encumbrances, situate, lying and being in the county of Douglas State of Kansas all that piece of parcel of land known described and distinguished as follows, to-wit:

The north fifty five (55) feet of a parcel of land described as follows: Beginning at the southeast corner of the north five (5) acres of the north fifteen (15) acres of the west nineteen (19) acres of the north west quarter (NW $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) of section six (6), Township thirteen (13) Range twenty (20) east of the sixth Principal Meridian. Thence north 110 37/100 feet, thence west 283 20/100 feet, thence south 110 37/100 feet, thence east to place of beginning. And designated in a certain plat of Spalding's subdivision as the east half (E $\frac{1}{2}$ ) of the north half (N $\frac{1}{2}$ ) of tract number Two (2) which plat is on file in the office of the Register of Deeds.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging and the rents, issues and profits thereof; all apparatus and fixtures for the purpose of supplying or distributing heat, light, water or power and all other fixtures that may be placed in any building now or hereafter to be placed or erected on said land, including all building material which is to be used for the erection of the proposed dwelling referred to herein, and also all the estate right, title and interest of the said parties of the first part of, in and to said premises.

To Have and To Hold the above described premises with all appurtenances and fixtures unto the said party of the second part, his successors and assigns forever, for the purposes, uses and trusts herein set forth.

The said Grantors covenant and agree as follows: To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment, without deduction from either principal or interest for any tax or taxes, assessments or assessments that may for any and all purposes be payable, assessed or imposed on said premises, or on this Trust Deed, or the Note secured thereby, without regard to any law heretofore enacted or that may hereafter be enacted or that may hereafter be enacted by the United States, or any State or political subdivision thereof, imposing the payment of the whole or any part thereof upon the legal owner or holder of said note; to pay as soon as they become due and payable all taxes and assessments levied upon said premises; to suffer no waste to said premises; to erect a dwelling on the premises and completely finish same in good workmanlike manner and to be ready for occupancy with in four months after date hereof, said dwelling after being completed to cost not less than Thirty-four Hundred (\$3400.00) Dollars; to keep any and all buildings at any time on said premises tenable and in good repair and insured in such forms of insurance as may be required by the legal holder or holders of said indebtedness, in such amounts as shall be satisfactory to and in companies to be approved by the legal holder or holders of said indebtedness and to deliver to the legal holder or holders of said indebtedness the said insurance policies with the usual mortgage or trustee clause attached thereto making all loss, if any thereunder, payable to said trustee as his interest may appear, and to suffer no liens or mechanics or material men or other claims to attach to said premises. And in event of the failure