

MORTGAGE RECORD 70

115

3141, 3000 NORTH STATIONERY CO. KANSAS CITY, MO. 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Jesse H. Crites

TO

This instrument was filed for record on the 9th day of March A. D. 1926, At 10:20 A. M.

Central Trust Co.,

By

Don E. Wellman
Register of Deeds.
Deputy.

Reg. No. 1546
Fee Paid \$25

THIS INDENTURE, Made this 3rd day of February in the year of our Lord, nineteen hundred and twenty-six, by and between Jesse H. Crites, a widower,

of the County of Shawnee 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

---Thirty Five & 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:

Beginning at the Northeast Corner of Lot Numbered Two (2) in Section Thirty-five (35) Township Eleven (11) Range Seventeen (17); thence running along the South line of the Atchison, Topeka and Santa Fe Railroad Right - of Way Ninety -five (95) rods; thence South Thirty-five (35) rods to the South line of the Northwest Quarter of said Section Thirty-five thence East Ninety-five (95) rods; thence north to the place of beginning, 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 the~~ \$500.00 dated February 1, 1919, payment of which has been extended to February 1, 1933.

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 \$ 35.00, payable in five equal installments of \$5.00 each on the first days of February and August and one installment of \$5.00 due August 1, 1926, 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 party 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 "be 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 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 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 may 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.

Jesse H. Crites

STATE OF KANSAS,

County of Shawnee

ss.

BE IT REMEMBERED, That on this 13, day of Feb

A. D. 19 26, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

Jesse H. Crites

L.S. his wife, 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.

Lucille Durheim

Notary Public.

Commission expires Sept. 14, 19 29.

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 29 day of March 19 26

Corp Seal

The Central Trust Co
By F. D. Merriam V. Pres

This Release was written on the original Mortgage.

Witness my hand and seal this 31 day of April 1926

Don E. Wellman
Register of Deeds.

Deputy

SECOND MORTGAGE

INSTALLMENT MORTGAGE

RECORDED