

MORTGAGE RECORD 70

SAML. EDDSWORTH STATIONERY CO. ST. LOUIS CITY, MO. 63101

FROM
Alva V. Carter et ux.
TO
Central Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 19 day of
Moh A. D. 1928, At 2:35 P. M.
Isa E. Wellman
Register of Deeds.
By Deputy.

THIS INDENTURE, Made this 7th day of March in the year of our Lord, nineteen hundred and twenty eight, by and between
Alva B. Carter and Corinne V. Carter his 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

Thirty five Hundred and 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:

All of lot numbered three (3) in Lindley's Addition to the city of Lawrence, the east fifty eight (58) feet of Lot Numbered four (4) in Block eight (8) Haskell Place addition to the city of Lawrence; Lots numbered ninety four (94) and ninety six (96) and the north half of lot numbered ninety eight (98) and the south half of Lot Numbered ninety seven (97) on Massachusetts street in the city of Lawrence and Lot numbered two hundred twenty four (224) on Ohio Street in the city of Lawrence.

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

\$50,000.00 maturing March 1, 1935

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 \$ 3500.00, payable in five equal installments of \$500.00 due September 1, 1928, March and September and one installment of \$500.00 due September 1, 1928.

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 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 recieve 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 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 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.

Alva B. Carter

Corinne V. Carter

STATE OF KANSAS, ss.
Commissioner Douglas County
A. D. 1928, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came
Alva B. Carter and Corinne V. Carter

his wife, who are personally known to me to be the same person who executed the within instrument of writing, and such person so 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.

E. F. Huddleston

Notary Public.

Commission expires May 21, 1931

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 14th day of March 1928.

Copy Seal.

The Central Trust Company
By E. E. Merriam Secretary
J. E. Merriam

See Partial Release See Book 75 Page 553.

CENT. TRUST CO. 2ND MORTG.

This Release was written on the original Mortgage.

Witness my hand and seal this 14th day of March 1928.

E. E. Merriam
Reg. of Deeds