

MORTGAGE RECORD 70

Key No. 3849
Fee 1.00

FROM

Martha Gottstein et al
TO

Central Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 18 day of Aug. A. D. 1928, at 9:15 A. M.

By *Geo E. Wellman*
Register of Deeds.
Deputy.

THIS INDENTURE, Made this 26th day of June in the year of our Lord, nineteen hundred and twenty eight, by and between Martha Gottstein, a widow, Clarence W. Gottstein and Carrie Gottstein his wife; Floyd A. Gottstein and Irene Gottstein his wife; Etha Dunn and Perry Dunn her husband; J.R. Gottstein single, Erma Hoskinson and Herve Hoskinson her husband; Frank Gottstein, single; Fred Gottstein, single 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 Twenty 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:

The west half of the northeast quarter of Section thirty six (36) Township Thirteen (13) Range Twenty (20) and the west half of the northwest quarter of section six (6) Township Fourteen (14) Range twenty one (21) East of the sixth Principal Meridian.

State of Kansas
Douglas County

Be it remembered, That on this 21st day of July 1928 before me the undersigned a Notary Public in and for the county and state aforesaid came Martha Gottstein a widow, Etha Dunn and Perry Dunn her husband, Erma Hoskinson and Herve Hoskinson her husband, Floyd Gottstein and Irene Gottstein his wife, and Frank Gottstein and J.R. Gottstein and Fred Gottstein, single men, to me known to be the same persons who executed the foregoing instrument, and duly acknowledged to execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year above written.

IS
My commission expires Dec. 16, 1930.

C.E. Cory
Notary Public

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 \$6,000 maturing Sept 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 \$ 420.00 payable in eight equal installments of \$ 52.50 each on the first days of March and September

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 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 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 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 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.

Floyd A. Gottstein
Irene Gottstein
J.R. Gottstein
Clarence W. Gottstein
Carrie Gottstein

Martha Gottstein
Frank Gottstein
Etha Dunn Perry Dunn
Erma Hoskinson
Herve Hoskinson
Fred Gottstein

STATE OF Colorado
County of *Los Anemos*

BE IT REMEMBERED, That on this 27 day of July A. D. 1928, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Clarence Gottstein Carrie Gottstein

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.

Ira Guy Hoff Notary Public.

Commission expires December 30 1930

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this day of Sep. 21 1932

By J.E. Marriam Secretary
J.E. Marriam

This Release was written on the original mortgage and entered this 23rd day of Sept. 1932

Geo E. Wellman
Reg. of Deeds