

# MORTGAGE RECORD 70

141

Reg. No. 1300  
Fee Paid \$1.25

SAMUEL DOUGLASS NORTH STATIONERY CO KANSAS CITY, MO 64107

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 11 day of April A. D., 1923, At 9:35 A. M.

John W. Surface et ux

TO

*E. E. Carls*

Register of Deeds.  
Deputy.

The Central Trust Co.

By

THIS INDENTURE, Made this 24th day of March in the year of our Lord, nineteen hundred and thirty-one, by and between

John W. Surface and Alta M. Surface, 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

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:

The South Half of the Northwest Quarter and the North Half of the Southwest Quarter of Section Eight (8) Township Thirteen (13) Range Twenty (20) 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

\$10,000.00 due April 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 \$ 500.00, payable in ten equal installments of \$ 50.00 each on the first days of April and October

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 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 same 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 W. Surface

Alta M. Surface

STATE OF KANSAS,

COUNTY OF Shawnee

ss.

BE IT REMEMBERED, That on this 30th day of March

A. D. 19 31, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

John W. Surface and Alta M. Surface

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

Legal Seal

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

L. R. Casebier

Notary Public.

Commission expires April 15

19 33

## RECEIPT

THE AMOUNT SECURED BY this mortgage has been paid in full, and the same is hereby cancelled this day of

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ATTEST:

W. E. Carls

Register of Deeds

L. JOHN CARLSON, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a find of record of the mortgage herein recorded was made by me on the 21st day of March, 1923, at page 32, and that this same is duly recorded in Journal 25 at page 32.

Witness my hand this 25th day of March, 1923.

L. R. Casebier, Clerk District Court.

Union City Treasurer