

MORTGAGE RECORD 70

145

2109

504

FROM

STATE OF KANSAS, DOUGLAS COUNTY, ss.

Frank Siebers and wife
TO

This instrument was filed for record on the 12th day of
April A. D., 1933, at 9:35 A. M.

The Central Trust Co.

E. E. Armstrong

Register of Deeds.
Deputy.

THIS INDENTURE, Made this 5th day of March in the year of our Lord, nineteen hundred and thirty-three, by and between Frank Siebers and Catherine Siebers, 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
ONE HUNDRED SIXTY 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:

Commencing at a point on the South side of Adams Street in the City of Lawrence, distant 187½ feet West from the West line of Tennessee Street, thence running South 100 feet, thence West 62½ feet, thence North 100 feet, thence East 62½ feet to the place of beginning.

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 \$3500.00 dated August 8, 1927 payment of \$3200.00 of which has been extended to September 1, 1937.

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 \$ 160.00, payable in four equal installments of \$ 40.00 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 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 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.

Frank Siebers

Catherine Siebers

STATE OF KANSAS,

~~Shawnee~~ Shawnee County ss.

BE IT REMEMBERED, That on this 14th day of March

A. D. 1933, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Frank Siebers and Catherine Siebers

Legal

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

Seal

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

Sidney S. Smith

Notary Public.

Commission expires Dec. 11, 1935

RECEIPT

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

Sept. 4, 1935

at the

The Central Trust Company
Lucien Bracy Smith
Lucien Bracy

This Release was written on the original mortgage. This 10th day of September 1935

Harold A. Smith
Reg. of Deeds
Frank W. Smith
Deputy

SECOND MORTGAGE

INSTALLMENT MORTGAGE

1935

day of
M.
of Deeds.
and
ier, her
Bahnmair

arty of the
is hereby
ors and

2),
de
sterly
eight

ng, or in

ted and

payable
is given
by the
ardless

by in the
charged
creat or
bevised
interest
entitled
the legal
ment of
ave any
d shall
at the

utors,
written.

d John
wife,
and

such
ritten.
Public.

1935