

MORTGAGE RECORD 70

SAML ECKHART STATIONERY CO KANSAS CITY MO 64107

Rep. No. 371
For FILE FILEFROM
The Alumni of Kansas Chapter of Delta Upsilon
TOSTATE OF KANSAS, DOUGLAS COUNTY, ss.
This instrument was filed for record on the 3 day of
July A. D. 1929, At 10:30 A. M.
Eric D. Condit
Register of Deeds.
By Deputy.

The Central Trust Co.

THIS INDENTURE, Made this 3rd day of April in the year of our Lord, nineteen hundred and twenty-nine, by and between
The Alumni of Kansas Chapter of Delta Upsilon, a corporation,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 Thousand 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:

Lot Two (2), Crest View, West Hills, described as follows: Beginning at a point 950.84 feet West of the center of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19), East of the Sixth Principal Meridian, and 131 feet South to an iron pin, the point of beginning, thence South 122 feet to an iron pin, thence East 293.6 feet, more or less, to the center of West Hill Parkway a township road, thence in a Northeasterly direction 126.2 feet, more or less, along the center of West Hills Parkway to a point due East of the point of beginning, thence due West 333.2 feet, more or less, to the point of beginning, subject to such land as is taken for the above described highway.

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

\$40,000 maturing April 1, 1939

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 \$ 4,000.00, payable in ten equal installments of \$ 400.00 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 direct; 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, 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.

The Alumni of Kansas Chapter of Delta Upsilon:

Corp. Seal

By Stewart S. Bloss, President.

Everett R. Meyer, Secretary.

STATE OF KANSAS,

COUNTY OF Douglas ss. BE IT REMEMBERED, That on this 2nd day of July

A. D. 1929, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Stewart S. Bloss, President, and Everett R. Meyer, Secretary, of the Alumni of Kansas Chapter of Delta Upsilon, a corporation, to me personally known to be such officers and the same persons who executed the foregoing instrument on behalf of said corporation and they duly acknowledged the execution of the same as their free act and deed as such officers and the free act and deed of said corporation.

Legal Seal

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

John H. Tucker

Notary Public.

Commission expires Sept. 9 1929.

RECEIPT

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

1932

(Corp Seal)

The Central Trust Company
By J.E. Morrison
Vice PresidentThis Release
was written
on the original
Mortgage.entered
this 28 day
of Dec
1932Hazel M. Beale
Reg. of Deeds.
Ruth Haldor
Notary