

MORTGAGE RECORD 70

Reg. No. 1390
Fee Paid 25¢

FROM

J. J. Eddy et ux

TO

The Central Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 4 day of
June A. D., 1931, At 9:30 A. M.*E. E. Armstrong*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 19th day of May in the year of our Lord, nineteen hundred and
thirty-one, by and between

J. J. Eddy and Annie E. Eddy, 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 ofOne 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:Lots Numbered Eleven (11) and Twelve (12) Block Eight (8) in Lane Place,
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

\$2,000.00 due June 1, 1936

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 \$ 100.00, payable in four
equal installments of \$ 25.00 each on the first days of June and Decemberof 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.

J. J. Eddy

Annie E. Eddy

STATE OF KANSAS,

COUNTY OF Douglas

ss.

BE IT REMEMBERED, That on this 28th day of MayA. D. 19 31, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

J. J. Eddy and Annie E. Eddy, his wife

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

Eva H. Neville

Notary Public.

Commission expires Oct. 1419 31

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 18th day ofJanuary 19 36*conf. seal**The Central Trust Company*
by Lucien Gray and another
*Lucien Gray*This Release
was written
on this original
Mortgageon 20th day
of January
1936*Harold A. Red*

Notary Public

Fred W. Kahn

Notary Public