

MORTGAGE RECORD 70

171

FROM

Christian C. Schaake and wife
TO

The Central Trust Company

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29th day of
April A. D. 1933 ADL:30 A. M.*E. E. Armstrong*

Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 2nd day of March in the year of our Lord, nineteen hundred and
thirty-three, by and between Christian C. Schaake and Louise Schaake, 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

SEVEN HUNDRED FIFTY 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 Northeast Fractional Quarter of Section 34, Township 12, Range 20, except 40 acres, which
40 acres is described as follows: Commencing at the Southwest corner of said Quarter Section, thence
East 64 rods, thence North 100 rods, thence West 64 rods, thence South 100 rods to place of beginning.
Also Lot Numbered 1, or the Southeast Fractional Quarter of Section 27, Township 12, Range 20, lying
South of the Kansas River. Also the West fractional part of the Southwest fractional Quarter of Section
26, Township 12, Range 20, West of Shawnee Reservation line. Also the West fractional part of the
Northeast Quarter of Section 35, Township 12, Range 20, West of Shawnee Reservation line. Also a strip
of land 14 rods wide immediately East of and adjoining said last described tract, said tract of 14
rods described as 14 rods off the West side of the Northwest fractional Quarter of Section 35, Town-
ship 12, Range 20, East of the Shawnee Reservation line, all of said tracts and parcels of land above
described being East of the Sixth Principal Meridian, and all lying and being in the County of Douglas
aforesaid, all of said land containing 215 7/10 acres, more or less.

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 ~~certified herewith~~ \$15,000.00 dated July 25,
1928, payment of which has been extended to February 1, 1938.

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 \$ 750.00, payable in four
equal installments of \$ 187.50 each on the first days of February and August

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.

Christian C. Schaake

Louise Schaake

STATE OF KANSAS,

xxxxxx Douglas County

ss.

BE IT REMEMBERED, That on this 17 day of March

A. D. 1933, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Christian C. Schaake and
Louise Schaake his wife

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.

Maud Smith

Notary Public.

Commission expires March 3rd

1934

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 15th day of

February

1934

amp seal.

The Central Trust Company
By J. E. Marriam Vice President
J. E. Marriam

SECOND MORTGAGE

INSTALLMENT MORTGAGE