

MORTGAGE RECORD 70

173

FROM

William H. Johanning and wife
TO

The Central Trust Company

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 10th day of
June A. D. 1933, at 10:35 A. M.

E. E. Armstrong

Register of Deeds.

By Deputy.

THIS INDENTURE, Made this 16th day of February in the year of our Lord, nineteen hundred and thirty-three, by and between William H. Johanning and Carrie M. Johanning, 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

TWO 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 Southeast Quarter of Section Twenty (20), Township Fourteen (14), Range Nineteen (19), 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 \$4,000.00 dated January 11, 1928 payment of which has been extended to March 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 \$ 200.00, payable in four equal installments of \$ 50.00 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 appraisement, 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.

William H. Johanning

Carrie M. Johanning

STATE OF KANSAS,

County of Douglas

ss.

BE IT REMEMBERED, That on this 9 day of March

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

William H. Johanning and Carrie M. Johanning 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 duly acknowledged the execution of the same.

Sent

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

W. M. Clark

Notary Public.

Commission expires May 15

1935

RECEIPT

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled this 11th day of October

1937

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE

UNITED STATES

By Y. B. Parsons Vice President

Alex. McNeill Asst. Secretary

(CORP. SEAL)

T. W. Cassidy

This Release
was written
on the original
Mortgage
this 3 entered
day
of Oct
1937
Handwritten
Notary Public
W. M. Clark
Sent

For assign see Book 79-Page 457

SECOND MORTGAGE
INSTALLMENT MORTGAGE