

# MORTGAGE RECORD 70

181

Receiving No. 11358

Reg. No. 2547  
Fee Paid \$.23

FROM

Lena Harrod, et vir  
County of Douglas, State of Kansas

The Central Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 16 day of  
January A. D. 1941, At 9:50 A. M.

By *Norval A. Beck* Register of Deeds.  
Deputy.

THIS INDENTURE, Made this 16th day of September in the year of our Lord, nineteen hundred and  
forty , by and between

Lena Harrod and H. D. Harrod, Wife and husband,

of the County of Leavenworth 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

SEVENTY TWO and 50/100 - - - - - 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:

All that part of the Northwest Quarter of  
Section Fifteen (15), Township Fourteen (14),  
Range Twenty (20), East of the Sixth Principal  
Meridian, lying West of the Atchison, Topeka and  
Santa Fe Railway

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 ~~the above described~~ for \$1,500 dated Oct. 11,  
1935, now reduced to \$1,480, payment of which has been extended to Nov. 1, 1945

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 \$72.50, payable in four  
installments as follows: \$18.12 Due May 1, 1941 \$18.12 Due November 1, 1941 \$18.13 Due May 1, 1942  
\$18.13 Due November 1, 1942

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 heretofore 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 reviver, 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.

Lena Harrod

H. D. Harrod

STATE OF KANSAS,

County of LEAVENWORTH COUNTY, ss.

BE IT REMEMBERED, That on this 12th day of October

A. D. 1940, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

Lena Harrod and H. D. Harrod her husband,

all of whom are personally known to me to be the same persons who executed the within instrument of writing, and such  
persons duly acknowledged the execution of the same.

Notarial

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

(SEAL)

Iola M Gerber

Notary Public.

Commission expires January 27, 1942

## RECEIPT

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

Dec. 2 1942

*The Central Trust Company*  
By *Lucian Gray* Vice President & Secretary

*Norval A. Beck*  
Reg. of Deeds.

SECOND MORTGAGE  
INSTALLMENT MORTGAGE

See release see book 89  
page 122