

MORTGAGE RECORD 75

State of Kansas
County of Douglas

Be it remembered that on this 23rd day of April A.D. 1928 before me the undersigned, a Notary Public in and for the county and state aforesaid, came John Edlebrock and Kete Edlebrock his wife who 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.

In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

LS
Term expires Dec. 16, 1930

C.E. Cory
Notary Public

From
E.R. Croy et al
To
Kansas Trust Co. K.C. Mo.

MORTGAGE

State of Kansas, Douglas Co. ss
This instrument filed May 4th, 1928
at 2:35 P.M.

E. E. Wellman
Register of Deeds

Reg # 437
\$3.75

THIS INDENTURE, made the 1st day of May A.D. 1928 between E.R. Croy and Helen R. Croy his wife, of the County of Wyandotte and State of Kansas, party of the first part, and THE KANSAS TRUST COMPANY, a corporation under the laws of Kansas, located at Kansas City, Wyandotte County, Kansas, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of -----
-----Thirty-five Hundred & No/100 Dollars----- in hand paid, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter (1) of the Northeast Quarter (1),
and the Northeast Quarter (1) Of the Northwest Quarter
(1) of Section Sixteen (16) Township Thirteen (13), Range Twenty-one
(21)

TO HAVE AND TO HOLD, the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns, forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that--will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Thirty Five Hundred & No/100 Dollars, on the 1st day of May A.D. 1933, with interest thereon at the rate of six per cent per annum, payable on the 1st day of November and May in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of The Kansas Trust Company in Kansas City, Kansas, and shall perform and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$3500 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first part-- that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien, or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of such foreclosure, said real estate shall be sold without appraisement.

And the said party of the first part do--further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession, of said premises, and may proceed to foreclose this Mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said party of the first part have hereunto set their hands the day and year first above written.

E.R. Croy
Helen R. Croy

State of Kansas, County of Wyandotte, ss:

On this 1st day of May A.D. 1928, before me, a Notary Public in and for said County, personally appeared E.R. Croy and Helen R. Croy, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

LS
My Commission expires January 11-1932.

Flora Latchem

from Release
was written
on the original
Mortgage.

entered
this 2nd day
of May
1928

Reg. of Deeds.

SATISFACTION OF MORTGAGE

THE KANSAS TRUST COMPANY, the mortgagee within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

IN WITNESS WHEREOF, the said Company has caused these presents to be signed by its SECY -TREAS. and its official seal to be affixed, this 4th day of April A.D. 1932

(CORP. SEAL)

THE KANSAS TRUST COMPANY.
By W. H. Guild, SECY-TREAS.