

MORTGAGE RECORD 75

Attest: Glen L. Bennett
Secretary
Corp seal.

State of Missouri |
Jackson County |SS

Before me K.J. Lilla Notary Public within and for said County and State on this 20th day of October 1928 personally appeared M.H. Collins President of the Collins Mortgage Company to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the date last above written.

K.J. Lilla
Notary Public

LS
My commission expires December 10, 1929.

From Chas E. Harrell et Wf.

DEED OF TRUST.

State of Kansas Douglas Co. ss
Filed for record Oct. 17, 1928
At 8:20 A.M.

To W.R. Hendrickson

Edith Wellman
Register of Deeds

Exp. No. 3776
Kas. Filed 10/20/28

This Deed Made and entered into this 10th day of October, One Thousand nine hundred and Twenty eight by and between Chas E. Harrell and Jennie G. Harrell husband and wife parties of the first part and W.R. Hendrickson Kansas Cy. Xs. party of the second part

Witnesseth: That the parties of the first part, in consideration of the debt and trust hereinafter mentioned and created, and of the sum of One Dollar to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part the following described Real Estate situate in the county of Douglas in the state of Kansas.

Eighty acres more or less legal description as follows, West $\frac{1}{2}$ of South East $\frac{1}{4}$ Section 13 Township 15 Range 21.

and possession of said premises now delivered unto said party of the second part. To have and to hold the same, with the appurtenances, to the said party of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors forever:

In Trust, however, For the following purposes: Whereas, the said Chas E. Harrell and Jennie G. Harrell did on the 10th day of October 1928, make and deliver to W.R. Hendrickson their promissory note herewith attached.

\$3000.00

Kansas Cy, Mo. Oct. 10 1928.

On or before five years after date we promise to pay to W.R. Hendrickson or order Thirty Hundred and no/100 Dollars at The Post Office Kansas City Mo.
For value received, with interest thereon at $\frac{6}{100}$ per cent ^{per} annum from date until paid, interest payable semi annually.

Chas. E. Harrell
Jennie G. Harrell

Privilege reserved of paying \$100.00 or any multiple, on any interest paying date.

Now Therefore, IF the said parties of the first part, or anyone for them shall well and truly pay off and discharge the debt and interest expressed in the said Note and every part thereof, when the same becomes due and payable, according to the true tenor, date and effect of said note, Then This Deed shall be void, and the property hereinbefore conveyed shall be released at the cost of the said parties of the first part: but should the said first parties fail or refuse to pay the said debt or the said interest or any other part thereof, when the same or any other part thereof shall become due and payable, according to the true tenor, date and effect of said note then the whole shall become due and payable and this deed shall remain in force, and the said parties of the second part or in case of his death absence, death or refusal to act, or disability in any wise, when any advertisement and sale are to be made hereunder, then whoever shall be sheriff of Douglas County, Kans at the time when any such advertisement and sale are to be made (who shall thereupon for the purpose of that advertisement and sale succeed to the second party's title to said real estate and trust herein created respecting the same), may proceed to sell the property hereinbefore described or any part thereof, at public vendue to the highest bidder at the Front door of The Post Office in Wellsville, Kansas for cash, first giving thirty days public notice of the time, terms and place of sale and of the property to be sold, by advertisement in some newspaper printed and published in the city of Wellsville, Mo. — and upon such sale shall execute and deliver a deed in FEE SIMPLE of the property sold to the purchaser or purchasers thereof, and receive the proceeds of the said sale, and any statement of facts or recital by the said Trustee, in relation to the non-payment of the money secured to be paid, the advertisement, sale, receipt of the money and the execution of the deed to the purchaser shall be received as prima facie evidence of such fact; and such Trustee shall out of the proceeds of such pay first, the costs and expenses of executing this trust, including legal compensation to the Trustee for his services; and next trustee shall apply the proceeds remaining over to the payment of said debt and interest or so much thereof as remains unpaid, and the remainder, if any, shall be paid to the said parties of the first part or their legal representatives. And the said party of the second part covenants faithfully to perform and fulfill the trust herein created, not being liable for any mischance occasioned by others.

In Witness Whereof, The said parties have hereunto set their hands the day and year first above written.

Chas E. Harrell
Jennie G. Harrell

Signed, sealed and Delivered in the presence of us:

State of Missouri |
County of Jackson |SS

On this 2nd day of October 1928 before me Josephine M. McCarty a Notary Public personally appeared Chas E. Harrell and Jennie G. Harrell his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.