## **MORTGAGE RECORD 75**

MORTGACE

State of Rausas, Douglas County SS Filed for record on the 5 day of January, A.D. 1929 at 10:50 o'clock A.N. Jan E. Wellman Ray of Deed.

## A.7789 THIS INDENTURE, Made this 10th day of December, A.D. 1925 between Herold C.Fisher and Lora Fisher, husband and wife, of Dougles County, in the State of Kansas, of the first part, and Alvin M. Fisher, Fred Fisher and Claude Fisher of \_\_\_\_\_\_ County in the State of \_\_\_\_\_\_ of the second part, HITMESEETH, That raid parties of the first part, in consideration of the sum of Fifteen Hundred co/100 and \_\_\_\_\_\_100 Dollare, the receipt of which is hereby acknowledged, does by these presents part. 53.75 following described real estate, situated in the County of Douglas and State of Kansas, towit: 24 200 america ic. 1 2 Dado Far. 3 193

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\$1500.00

From

То

Harold C.Fisher et us

Alvin M.Fisher, et al

## TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forwver; PROVIDED AURAYS, And these presents are upon this express condition, that whereas, said Harold C.Fisher and Lora Fisher have this day executed and delivered one certain premissory note in writing to said parties of the second part, of which the following following is a copy: Overbrook, Kansar, Dec. 10th, 1928.

FOR VALUE RECEIVED, We promise to pay to the order of Alvin M.Fisher,Fred Fisher and Claude Fisher Fifteen Hundred CO/100 Dollars, with 6% interest from date payable annually, on amounts unpaid, in five equal annual installments of \$300.00 each, payable as follows,towit:

Eighteen (18)

The South half of the Northeast quarter of Section Fourteen (14); Township fifteen (15), Range Eighteen (18) and the Northwest quarter of the Northwest quarter of Section Thirteen (13), Township Fifteen (15), Range

\$300.00 Dollars on Dec.10th,1929 300.00 Dollars on Dec.10th,1930 300.00 Dollars on Dec.10th,1931 300.00 Dollars on Dec.10th,1932 300.00 Dollars on Dec.10th,1933

with interest on each installment from date due until paid at ten per cent per annum, but it is expressly understood and agreed that if default be made in the payment of any one of the installments, then the whole amount, and each and every installment unpaid, shall at the election of the legal holder hereof, without notice, at once become and be due and payable, and shall draw interest from the date hereof until paid, at ten per cent per annum, anything herein to the contrary notwithstanding. APPRALSENTI TAIVED. -S-

This note is negotiable and transferable, and is secured by second mortgage on real estate

This note is negotiable and transferable, and is secured by second mortgage on real estate in Douglas County, State of Kannes. NOW IF SAID parties of the first part shall cause to be paid to said parties of the second part, their heirs, 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 thase 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, ar any interest thereon, is not paid when the same is due, and 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 lew made due and payable, then the whole of said sum and sums, and interest thereon, shall, and by these presents become due and payable, me said parties of the second part shall be called of record at cost of parties of the first part. In surntgage shall be released of record at cost of parties of the first part. IN WITHESS WHENDOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

day and year first above written.

HAROLD C. FI SHER TORA FT SHER

STATE OF KANSAS, OSAGE COUNTY, SS:

and year last above written.

BE IT REMINERED, That on this 10th day of Dec.A.D.1928, before me, the undersigned, Notary Public in and for the County and State aforesaid, came Harold C.Fisher and Lora Fisher, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such person did duly acknowledget the execution of the same. IN TISTINONY WRINDEF, I have hereunto set my hand and affixed my Notorial Seal, the day 1 2 9

J.A.Cordts, Notary Public.

Term expires Nov.24th, 1929

(LS)

From

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Filed for record January 14", 1929 at Reg. No. 8:40 A.M.

Wilder S. Metcalf et ux To Granite Savings Bank & Trust Co

Isa E. Wellman Registerof Deeds

WHEREAS, Grenite Savings Bank & Trust Co the present legal owner of the Promissory Note given by Wilder S.Metzalf and Alice L.Metcalf, his wife, to THE CENTRAL TRUST COMPANY for the sum of Eight Thousand Dollars, dated November 23,1923, due December 1,1928, and bearing interest at the rate Eight Thousand Dollars, dated November 23,1923, due Lecember 1,1928, and bearing interest at the rate of 5 per cent per annum, payable semi-annually both principal and interest payable at National Bank of Commerce, New York, New York, which said note is secured by a Mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded in Book 65 at pare 53 in the Recorder's Office of said County, and which property is now owned by Wilder S.Ketcalf and Alice L.Yetcalf, his wife, has promised to extend the time of payment of said note as hereinafter set forth: NOW THEREFORE THIS INDENTURE WINNESSENT? That in consideration the premises and said

promise above recited, we whose names are hereunto subscribed have agreed with the legal owner of said