

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 \$85.00 payable in six installments as follows: \$14.20 Due July 1, 1937 \$14.16 Due January 1, 1938 \$14.16 Due July 1, 1938 \$14.16 Due January 1, 1939 \$14.16 Due July 1, 1939 \$14.16 Due January 1, 1940 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 appraisal, 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 or 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.

James F. Cummings
Thomas F. Cummings
John F. Cummings
Mary E. Cummings

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of December A. D. 1936, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James F. Cummings, Thomas F. Cummings, John F. Cummings and Mary E. Cummings all single who 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.

(SEAL) Commission expires Jan 8th 1938

J. W. Kroider
Notary Public.

Recorded December 31, 1936 at 10:05 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 3616

MORTGAGE

THIS INDENTURE, Made this 31st day of December A. D. 1936 by and between Anna M. Coe and C. A. Coe of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH: That the said parties of the first part, in consideration of the sum of Nine Thousand and No/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

Lots number Two Hundred Thirteen (213) and Two Hundred Fifteen (215) on Tennessee Street in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption 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 do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following covenants and conditions, to wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of Nine Thousand and No/100 Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, to the said second party, with interest thereon from Dec. 31, 1936 until maturity at the rate of 5 per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of the

This Mortgage is being filed by the mortgagee, as here provided in full, and the same is being recorded in the office of the Register of Deeds, Topeka, Kansas, on this 31st day of December, 1936.
(Copy filed)
Filed - Central Trust Company
By - William Henry
Notary Public
Harold A. Beck
Register of Deeds

Reg. No. 909
Fee Paid \$22.00