

DOUGLAS COUNTY

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 for \$1100.00 dated May 9, 1932, payment of which has been extended to May 1, 1944.

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 \$77.00 payable in fourteen installments as follows: \$5.50 on May 1st and November 1st each year beginning November 1, 1937, until paid, 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 accepted, 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 appraisalment, 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 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.

L. A. Slaughter
Harold L. Slaughter
Edna May Slaughter

Rosie Slaughter
Everette Slaughter
L. O. Slaughter
Eva M. Slaughter

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 6th day of April A.D. 1937, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Rosie Slaughter, a widow; Everette Slaughter, single 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.

Catherine Cunningham
Notary Public.

(SEAL) Commission expires April 10 1940

State of Kansas, Jefferson County, ss.

Be it remembered that on this 8th day of May, A.D. 1937, before me a Notary Public in and for the County and State aforesaid, came Harold L. Slaughter and Edna May Slaughter, 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 witness whereof, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

W. E. Cain
Notary Public.

(SEAL) Commission expires June 26, 1938.

STATE OF CALIFORNIA,)
County of Kern) ss.

ON THIS 20th day of April A.D. 1937 before me, Nellie Oldershaw a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared L. A. Slaughter, a single man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Nellie Oldershaw
Notary Public in and for said County and State of California.

(SEAL) My commission expires January 5th, 1938.

STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 6th day of April A.D. 1937, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came L.O. Slaughter and Eva M. Slaughter, 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 WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

Catherine Cunningham
Notary Public

(SEAL) Term expires April 10 1940

Recorded May 15, 1937 at 9:45 A.M.

Harold A. Beck Register of Deeds.

A. JOHN GALLAGHER, Clerk of the District Court of Douglas County, Kan.
do hereby certify that a judgment of foreclosure of the mortgage herein recited
was made by said District Court, on the 26th day of May, 1937,
and that the same is duly recorded in Journal, K.C., at No. 112-
Witness my hand this 26th day of May, 1937.
A. John Gallagher
Clerk District Court

ATTEST.

Harold A. Beck
Register of Deeds