

Eighth. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first party agrees to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In witness whereof, the said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Minnie A. Taylor, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 20 day of May A.D. 1922 before me, the undersigned, a notary Public in and for the County and State aforesaid, came Minnie A. Taylor a widow, his wife, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Commission expires Feb. 23rd, 1926.

(L.S.).

R. M. Morrison,

Notary Public.

Recorded May 23, 1922,
At 4:55 o'clock P.M.

Estlin M. Chubb, Deft.,
Register of Deeds,
Lorne Richman,
deputy.

MORTGAGE.

This indenture, made this first day of May in the year of our Lord, nineteen hundred and twenty two by and between Minnie A. Taylor, a widow, of the County of Douglas and State of Kansas, party of the first part, and The Central Trust Co., party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Three Hundred Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell, convey and warrant unto the said party of the second part, its successors and assigns, all of the following-described real estate, situate in County of Douglas and State of Kansas to wit:

The North Eighty-five (85) feet of Lot Numbered Seven (7) in block Numbered Six (6) in Babcock's Addition to the City of Lawrence, except the South Ten (10) feet of the East Eighty (80) feet of the said North Eighty-five (85) feet of said Lot Numbered Seven (7) and the party of the first part hereby grants, bargains, sells and conveys unto the party of the second part, its successors and assigns, all of her right, title and interest to and in the said South Ten (10) feet of the East Eighty (80) feet of the said North eighty five (85) feet of the said Lot Numbered Seven (7), the said Ten (10) feet intended to be used as a driveway to garage.

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 one certain mortgage of even date herewith for \$4000, maturing May 1, 1927.

Provided, always, and these presents are upon this express condition, that whereas said party of the first part has this day executed and delivered her 4 certain promissory notes in writing to said party of the second part, for the sum of \$75.00 each due on or before the first days of May and November in each year for two consecutive years, 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 notes secured by this mortgage are 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 notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

Now, if said party 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 notes 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 thereof 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, and sums so paid shall be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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