

the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this First day of August 1922

Homer E. Clark

Witnesses.

.....

STATE OF KANSAS,)
) SS.
County of Douglas,)

Before me August H. Fiehler, a Notary Public, in and for said County and State, on this 27 day of Aug., 1922, appeared Homer E. Clark, a single man, to me known to be the identical person who executed the foregoing instrument, and such person duly acknowledged the execution of the same. And the said Homer E. Clark further declares himself to be single and unmarried.

My commission expires Feb 18, 1926

Witness my hand and notarial seal the day and year above set forth.

August H. Fiehler
Notary Public in and for Douglas
County, Kansas.

(L.S.)

RECORDED August 30th 1922.
At 8:15 A.M. o'clock.

Estelle Northrup Duffer
Register of Deeds.

E. Bassett

DEputy.

MORTGAGE.

This Indenture, Made this 18th day of August in the year of our Lord nineteen hundred and Twenty Two by and between William D. Beatty and Netty Beatty, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum SEVENTEEN HUNDRED DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit: Lot Numbered One Hundred Seventy-eight (178) on New Hampshire Street, in the City of Lawrence.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized 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 said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, that these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of SEVENTEEN HUNDRED DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of September, 1927, to the order of the said party of the second part with interest thereon at the rate of....6.... per cent per annum, payable semi-annually, On the first days of March and September in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at NATIONAL BANK OF COMMERCE, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of TWO THOUSAND..... DOLLARS, in insurance companies acceptable to the party of the second part with

*Received March 11 - 1927
The following is quoted in original instrument:
The original secured by this mortgage has been paid in full.
And the same has been cancelled with the Reg. of Mort. 1927 -
The following is old known fact: Lawrence, Kansas.
By J. J. Fiehler, Notary Public, Lawrence, Kansas.
Notary Designated Sub. Book 63, Page 526.*