

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

A. F. McClanahan  
Notary Public.

(L.S.)

(Commission expires April 20, 1925)

RECORDED August 30th 1922.  
AT 9:20 o'clock A.M.

*Estelle Northrup Ruffer*  
Register of Deeds

*Le Babbitt*  
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 THE CENTRAL TRUST COMPANY., party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of EIGHTY FIVE AND NO/100.....DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do 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, 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, Together with all and singular the tenements, hereditaments and appurtenances hereto belonging, or in any wise appertaining, forever, free and clear of all incumbrance except one mortgage of even date herewith for \$1700, maturing September 1, 1927.

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 4 certain promissory notes in writing to said party of the second part, for the sum of \$21.25 each, due on or before the first days of March and September 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 herinbefore 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 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 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 sum 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 appraisement, and with or without receiver, as 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, 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.

In Witness Whereof, The said parties of the first part have hereunto set their hands day and year first above written.

William D. Beatty  
Netty Beatty

State of Kansas, Douglas County, SS:

Be it Remembered, That on this 23rd day of August A.D. 1922, before me the undersigned Notary Public, in and for said County and State aforesaid, came William D. Beatty and Netty Beatty 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.

The following is enclosed on the original instrument:  
 The amount secured by this mortgage has been paid in full  
 by the Central Trust Company  
 By *Estelle Northrup Ruffer*  
 Register of Deeds  
 (Copy Sent)  
 1924 and the same is hereby acknowledged  
 By *William D. Beatty*  
 Notary Public  
 Oct 15 1924  
 J. E. Williams  
 Register of Deeds

The following is enclosed on the original instrument:  
 The amount secured by this mortgage has been paid in full, and the