

ing purposes, all notes secured by this mortgage shall immediately become due and collectible at the option of the holder of this mortgage.

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 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 parties agree 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 parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

G.H. Thomas (Seal)  
Mary E. Thomas (Seal)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 20 day of Dec. A.D. 1922, before me, the undersigned a Notary Public in and for the County and State aforesaid, came G.H. Thomas and Mary E. Thomas his wife, to me personally known to be the same persons 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.

R.M. Morrison  
Notary Public.

(L.S.)

(Commission expires Feb 23rd, 1926.)

Recorded January 3rd 1923. .

at 1:40 o'clock P.M.

Castile Wythes Duffie  
Register of Deeds

C. Babbitt  
Deputy.

#### MORTGAGE.

This Indenture, Made this First day of December in the year of our Lord, nineteen hundred and Twenty-two, by and between G.H. Thomas and Mary E. Thomas, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of One Hundred Twenty Six 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 estate, situated in County of Douglas and State of Kansas to-wit:

Lot Numbered Eighteen (18), in Block Numbered Twenty-four (24), Sinclair's Addition to the City of Lawrence.

To Have and to Hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever, free and clear of all incumbrance except one mortgage of even date herewith for \$1800.00, maturing December 1, 1929.

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 6 certain promissory notes in writing to said party of the second part, for the sum of \$21.00 each, due on or before the first days of June and December in each year for three 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 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 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 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

The following is endorsed on original instrument:-  
The amount secured by this mortgage has been paid in full, and the same is hereby acknowledged this 17th day of Sept. 1923. The Central Trust Company.  
By Victor Woodward  
Vice Pres. & Secy.  
Recorded September 19th 1923  
J. E. McElman  
Register of Deeds