due and payable at the option of said partydof the second part, and said party of the second part shall be entitled to the possession of said premises. Incase of foreclosure, said, property may be sold with or without appraisement, and with or wi-thout receiver, as legal holder, may require interest at the rate of Ten per cent per annum from the time of such default in, payment of interest, or in any conditions of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any ounstanding tile, 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 raal 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 foreslosure.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their handsathe day and year first above written.

> Albert Von Gunten Elizabeth Von Gunten

STATE OF KANSAS, COUNTY OF DOUGLAS SS.

Be It Remembered, That On this 11" day of December A.D. 1922 before me the under signed, a Notary Public within and for the County and State afoersaid, came Albert Von Gunten and Elizabeth Von Gunten, his wife, who are person ally 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 notarial seal the day and year last above written.

My Commission expires April 4" 1926 Recorded Feb. 3, 1923 At 11:05 0'clock A.H.

Dea E. Willman Register of Deeds al Wellman

Notary Public

C. F. Richards

. MORTGAGE.

THIS INDENTURE, Made this 30th day of December in the year of our Lord nineteen hundred and Twenty two by and between Ernest L. Ince and Ora E. Ince, 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:

WITNESSTH, That the said parties of the first part, in consideration of the sum of TWO THOUSAND DOLLARS, to them in hand paid, the receipt whereof is Bereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY UNTO the said part rty of the second part, its sucessors and assigns, all the following described real estate, situated in the County of Douglas and State of Kansas to wit: Lot numbered Two (2) in block Two (2), Haskell Place, in the city of

Lawrence.

(L. S.)

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TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of nomestead exemption, unto the said party of the second part, and to its sucessors 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, indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possesion of said party of the second part, its successors and assigns, forev r, against the lawful claims of all person whomsoever.

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

FIRST. That the parties of the first part are justily indebted to the part The of the second part in the sum of TWO THOUSAND DOLLARS, according to the terms of five certain mortgage notes of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as foll-Tirst part, in consucration of one accuration 1,1525; \$200, due January 1,1926, ows: \$200, due January'1,1924; \$200, due January 1,1926, to the order of the 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 January and July in each year according to the tefm of interest notes thereunto attached; both principal and interest and alliother indebtedness accruing hereunder being payable in lawful money of the United States of merica, at NATIONAL BANK OF COMMENCE, New York, N.Y. or at such other place as the legal holder of the principal note may in writing desgnate, 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, build ings and improvements on the said premises in as good repair as they are at the date bereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be bn the premises unceasing/insured to the amount of TWENTY FIVE HUNDR ED DOLLAFS, in insurance companies acceptable to the party of the second part with polices payable to it in case of loss to the amount then secured by this mortgage; to ssign and deliver to it, with satisfactory mortgagee clauses, all the policies of in urance on said buildings and to pay all insurance premium^S when due. In case of 1095