

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. 23 rd, 1926

Recorded February 3rd, 1923
At 11:30 o'clock A.M.

Joe E. Mellman
Register of Deeds

Joe E. Mellman
Deputy.

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 CO., party of the second part:

Witnesseth. That the said parties of the first part, in consideration of the sum of ONE HUNDRED FIFTY 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, situate in County of Douglas and State of Kansas, to-wit:-----
-----Lot Numbered Two (2), in Block Two (2), Haskell Place, in 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 anywise appertaining, forever, free and clear of all incumbrance except one mortgage of even date herewith for \$2000.00, maturing January 1, 1928.

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 \$37.50 each, due on or before the first days of January and July 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 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 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 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 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 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 the day and year first above written.

Ernest L. Ince
Ora E. Ince

STATE OF KANSAS DOUGLAS COUNTY, KS:

BE IT REMEMBERED, That on this 20 day of Jan. --- A.D. 1923, before me, the undersigned, A Notary Public in and for the County and State aforesaid, came Ernest L Ince and Ora E Ince, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
(L. S.)

The following is ordered on the original instrument.
It is ordered that the mortgage be paid in full and the same be released and the lien thereby created discharged.
Done at Lawrence, Kansas, this 30th day of April, 1924.
Joe E. Mellman, Register of Deeds.

Recorded March 11, 1923
Joe E. Mellman, J.
Register of Deeds

The following is ordered on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
At witness my hand this 30th day of April, A.D. 1924.

Recorded April 30, 1924
Joe E. Mellman, J.
Register of Deeds