

All of Lot Numbered Three (3) in Lindley Addition to the City of Lawrence. The East Fifty-eight (58) feet of Lot Numbered Four (4) in Block Eight (8) Haskell Place Addition to the City of Lawrence. The North Eighteen (18) inches of the South Half of Lot Numbered Seven (7) and all of the North Half of Lot Numbered Seven (7), All of Lot Numbered Ninety-four (94) and the South Half of Lot Numbered Ninety-seven (97) on Massachusetts Street in the City of Lawrence and all of Lot Numbered Two Hundred Twenty-four (224) on Ohio Street in the City of Lawrence, Kansas.

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 a certain mortgage of even date herewith for \$25,000, maturing September 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 certain promissory note in writing to said party of the second part, for the sum of \$1250.00 payable in four equal installments of --\$312.50 each on the first days of March and September of each year after date thereof until fully paid, 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 note secured by this mortgage is given for and in consideration of the services of THE CENTRAL TRUST CO., in securing to and accepted, and the said note does not represent any portion of the interest on said loan and is 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 note 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, on 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 at the option of the 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, or any unpaid taxes or any insurance premiums 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.

The Terms conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs executors administrators successors and assigns and words used in the singular number shall include the plural and words in the plural include the singular.

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

Alva B. Carter
Corinne V. Carter.

State of Kansas, Douglas County, ss;

Be It Remembered That on this Third Day of October A.D. 1924, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Alva B. Carter and Corinne V. Carter husband and wife, --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.

A. F. Flinn Notary Public.
Commission expires April 10th 1927.

ASSIGNMENT.

From Central Trust Co.,
To Equitable Life Assurance Society,

State of Kansas Douglas County ss;
This instrument was filed for record on the 6th day of October, A.D. 1924 at 10:10
As E. Lindblade
Register of Deeds.

By _____ Deputy.

(The following is endorsed on original instrument Book 65 Page 565)
FOR VALUE RECEIVED, THE CENTRAL TRUST CO., hereby assigns the within mortgage and the debt secured thereby to The Equitable Life Assurance Society of the United States, New York, N.Y. October 3, 1924.

Corp Seal.

The Central Trust Co.
By Chester Woodward,
Vice President.

State of Kansas,)
Shawnee County, ss;

Be It Remembered That on this --day of Oct. 3-1924, 19-- before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chester Woodward Vice Pres. & Secy. of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer and the free act and deed of said corporation.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

L.S.
(Commission expires;
January 21st 1926 ,19)

E. E. Lindblade.
Notary Public.

Recorded Oct 12 '24
 As E. Lindblade
 Register of Deeds
 (Corp Seal)
 The following is endorsed on original instrument
 Book 65 Page 565
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 By Chester Woodward
 Vice President