

From  
Merritt Clough et al  
To  
The Central Trust Co.

State of Kansas, Douglas County, ss  
This instrument was filed for  
record this 28th day of February  
A. D. 1925, at 2:45 o'clock P. M.

*Don E. Wellman*  
Register of Deeds.

Deputy

This Indenture, Made this 25th day of February in the year of our Lord, nineteen hundred and twenty-five by and between Merritt Clough and Viola A. Clough, 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 Thousand Dollars to them in hand paid, the receipt whereof is duly acknowledged, to by these presents, GRANT, SELL, CONVEY and WARRANT unto the said party of the second part, its successors and assigns, all the following-described real estate, situated in County of Douglas and State of Kansas to-wit:

Commencing at the Northeast corner of Park Lot Numbered Seventeen (17), City of Lawrence, thence running North Fifty-three (53) feet; thence running West One Hundred Thirty-three (133) feet; thence running North Fifty-three (53) feet; thence running East One Hundred Thirty-three (133) feet to the place of beginning, being parts of Park Lots Numbered Seventeen (17), Nineteen (19) and Twenty-two (22) in the City of Lawrence, Kansas.

To have and to hold the Same, Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, forever, free and clear of all incumbrances except a certain mortgage of even date herewith for \$20,000, maturing March 1, 1935.

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 \$1000, payable in ten equal installments of \$100, each on the first days of March and September of each year after the 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 a loan for said parties of the first part, which loan is secured by the mortgage heretofore referred to and excepted, 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 voidly 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 part or parts thereof, or any part thereof, 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 of 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.

Merritt Clough  
Viola A. Clough

State of Kansas, Douglas County, ss:

Be It Remembered, That on this 27th day of February A. D. 1925, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Merritt Clough and Viola A. Clough, 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.

Bernice E. Jones,  
Notary Public.

My commission expires December 29, 1928.

The following is entered on original instrument.  
The amount paid of the mortgage was \$1000.00  
as hereby recorded in the office of the Register of Deeds.  
Don E. Wellman  
Register of Deeds

Recorded Sept. 3, 1925  
Don E. Wellman  
Register of Deeds