

conveys and warrants to Carl Oehls party of the second part, his heirs and assigns, the real estate hereinafter described, situate in the County of Douglas and State of Kansas to-wit: Lots Nos. Sixteen (16) and Seventeen (17) in the Town of Vinland as surveyed and platted by R. H. Pearson on the 29th day of April A.D. 1884.

To secure the said party of the second part for an actual loan of money made to the said Mathis Gantz and Marguerite Gantz as evidenced by one certain note of Four Hundred Dollars, of even date herewith, in and by which said note the party of the first part promises to pay to the order of Carl Oehrle in lawful money of the United States of America, the principal sum of Four Hundred Dollars, Five years after date thereof, with interest thereon at the rate of seven per centum per annum, with privilege to pay principal any time before five years, both principal and interest being payable at the Watkins National Bank, Lawrence Kansas. Also providing, that in case any interest on any of said sums shall remain unpaid for ten days after the same becomes due, then the entire sums covered by said bond and secured by this Mortgage Deed, to become immediately due and payable, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is further expressly agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party all and every such sum or sums of money as may have been paid by them, or any of them for Taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of twelve per centum per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid, and all of which said sum or sums of money, and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed, That in case of default in the payment of said bond or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond or in the case of the breach by the said party of the first part of any of the covenants or agreements herein mentioned by said first party to be performed, then, and in that case, the bond secured hereby shall bear interest at the rate of twelve, "per centum per annum from date, and this conveyance shall become absolute and the party of the second part be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof. And the

The following is witnessed on the original instrument
I acknowledge & paym^t in full of the within Mortgage and hereby
authorize the Registrar of Deeds to discharge the same & Record.

A. D. 1900.
 Carl Achle

Recorded July 9th 1900. L. E. Gorman
Pondw. of Do. 1900. L. E. Gorman

Register of Deaths.

~~Folder~~ (Assigned Sec 7 Book 307 Page 1 349)

~~Folder~~ (Assigned Sec 7 Book 307 Page 1 349)