

quarter (S.W. 1/4) of the south east quarter (S.E. 1/4) in section thirty six (36) Township Eleven (11) Range nineteen (19) in Jefferson County, Kansas. To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever; provided, always, and this instrument is made, executed, and delivered upon the following conditions to-wit: Whereas, Luc E. Ervin and C. M. Ervin, her husband the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory notes of even date herewith, by which they promise to pay to the said Constance Bartholomew or order, for value received, two thousand & ⁷⁰/₁₀₀ Dollars due \$500 - 4/15 - 1913 - \$500 - 7/15 - 1914 - & \$1,000 - 7/15 - 1917 - with interest from date to maturity at the rate of six per cent. per annum, payable semi-annually. This deed is a record deed of trust subject to two prior deeds of trust aggregating \$500. Now, if the said Luc E. Ervin and C. M. Ervin her husband, shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums, shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said notes, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to the said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale